The Solicitors' Journal

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Current Topics.

Birthday Honours.

THE TWO outstanding features of the Honours List issued in connexion with the King's birthday, so far as the law is concerned, are the advancement of Lord BUCKMASTER to the dignity of a Viscount and the bestowal of a Privy Councillorship on Mr. Justice AVORY, who has for some time been the senior puisne judge in the King's Bench Division. In both instances the honour is well merited. Most of the recent occupants of the Woolsack have been created Viscounts, and several of them have received the higher rank of Earl—a departure from the older practice when it was a rare occurrence for a Lord Chancellor to be other than a Baron. Then came the instances of Lord CAIRNS and Lord SELBORNE, each of whom received an Earldom, so too did several of their successors; later, came a number who were created Viscounts, and to that list has now to be added Lord BUCKMASTER, who by the assiduity of his judicial labours both in the House of Lords and the Privy Council has well earned this step up in the peerage. As for Mr. Justice AVORY, he has for many years been a tower of strength, not only in the Court of Criminal Appeal and in the Divisional Court when taking Crown Paper, where his intimate knowledge of criminal and magisterial law was an invaluable equipment for the kind of work there to be disposed of, but he proved to be equally at home in the various other classes of litigation which come before the King's Bench Division. It has been the almost invariable rule for a puisne judge on retiring from the Bench to be sworn of the Privy Council, but the honour has been conferred more rarely upon a puisne while still in active work, the only previous recipients of the Privy Councillorship, so far as we can recall, being the late Mr. Justice KEKEWICH and Mr. Justice (now Lord) DARLING. As we have said, these two are the most notable legal names in the Birthday List, but there are several more which have an interest for members of the profession. Thus Mr. EDWARD TINDAL ATKINSON, the Director of Public Prosecutions, receives the K.C.B., the Lord Chief Justice of Northern Ireland receives a Baronetcy, while The Hon. EVAN EDWARD CHARTERIS, K.C., and Mr. WILLIAM CHREE, K.C., who, as Dean of Faculty, is head of the Scots Bar, receive Knighthood; so, too, do several of the judges in the Colonies who it is gratifying to observe are not forgotten although they are far off from the centre of affairs.

The Enforcement of Divorce Court Orders.

IN *Re Blanchard*, 76 SOL. J. 378, and, on appeal, *The Times*, 28th May, which was an application in bankruptcy to commit a debtor for non-compliance with an order of the Divorce Court to pay alimony, CLAUSON, J., ruled that he had no jurisdiction to do so, and the Court of Appeal held that in the exercise of his discretion, he had rightly directed himself. It may seem somewhat odd that county court judges and even magistrates can, in particular matters, enforce their own orders for payment by imprisonment in the last resort, while High Court judges have no power to do so, save in respect of trust money and other matters excepted by s. 4 of the Debtors Act, 1869. This, however, is the effect of s. 5 of the Act, combined with s. 107 of the Bankruptcy Act, 1914, and the rules made under it. In *Linton* v. *Linton* (1885), 15 Q.B.D., 239, the Court of Appeal, affirming CAVE, J., as judge in bankruptcy, ruled that a bankrupt might be committed for default in payment of permanent alimony, but in *De Lossy* v. *De Lossy* (1890), 15 P.D. 115, BUTT, J., held that the Divorce Court could not enforce its own order by granting attachment. *Kerr* v. *Kerr* [1897] 2 Q.B. 439, is authority that the principle of *Linton* v. *Linton*, applicable to alimony after judicial separation, applies to permanent maintenance after divorce. These cases are not cited in either report of *Re Blanchard*, but the judgments in both are in conformity with them. CLAUSON, J., pointed out that the practice was never to make a committal order on the first application, but to make an instalment order and then commit on default after proof of means. That there is power to commit on the first application, however, if there is sufficient evidence that the debtor can pay and declines to do so, appears from the judgment of Lord ESHER in *R.* v. *the Judge of the Brompton County Court* (1886), 18 Q.B.D. 213, quoted by HANWORTH, M.R. There is also a practice not to enforce payment of more than a year's arrears in the ordinary case. The alimony being a continuing charge against the defendant, as well as the instalment order in respect of arrears, CLAUSON, J., pointed out that there was the legal absurdity that he was bound to pay much more than he could afford, though, in the absence of goods on which to levy execution, and income other than earned income, the weekly payment of the alimony as distinct from the arrears could not be enforced. It may seem curious that under our "man-made law" a husband who fails to keep his part of the marriage bargain and support his wife may eventually be sent to prison, whilst the wife who fails to keep her part by walking out of the house escapes any sort of inconvenience if she has a settled income of her own.

Order of Endorsements on a Bill.

QUESTIONS OF unusual difficulty and complication arose in a recent action on two bills of exchange, in which Mr. Justice GODDARD delivered a reserved judgment on 11th May (*McCall Bros. Ltd.* v. *Hargreaves*, *The Times*, 12th May). A limited company owed the plaintiffs a large sum of money for goods supplied and the plaintiffs refused to make further deliveries of goods without some sort of security. The defendant, who had recently become a director of the company and was trying to rescue them from their financial difficulties, agreed with the plaintiffs to endorse to them bills drawn by them on the company of which he was a director, in consideration of past and future indebtedness. Bills were accordingly drawn by the plaintiffs and accepted by the company, but when delivered to

the plaintiffs they had not been endorsed by the defendant. They were taken back to the defendant who thereupon endorsed them, and they were then endorsed by the plaintiffs, who wrote their names below instead of above that of the defendant. The defendant relied on *Shaw* v. *Holland* [1913] 2 K.B. 15, as authority for his argument that as the bills had never been negotiated he did not incur the liabilities of an endorser. But his lordship pointed out that Mr. Justice WRIGHT in *Bernardi* v. *National Sales Corporation Ltd.* [1931] 2 K.B. 188, had treated that case as overruled by the House of Lords in *Gerald McDonald & Co.* v. *Nash & Co.* [1924] A.C. 625 (68 SOL. J. 594), and had held that the order of endorsements was immaterial. The leading statement of the law on this point was made by Lord WATSON in *Steele* v. *M'Kinlay* (1880), 5 A.C. 754, where he said: "It is undoubtedly competent for parties to a bill, by contract *inter se*, express or implied, to alter or even invert the positions and liabilities assigned to them by the law merchant," and Mr. Justice WRIGHT merely re-stated the law in *Bernardi's Case* when he said that "the mere order of endorsements should be held not to nullify the intention of the parties, but to be a mere inadvertence not changing their rights." The defendant also pleaded that the contract into which he had entered was one of guarantee and he was entitled to rely on the Statute of Frauds. His lordship examined the authorities and in finding against that contention said that it would astonish most people to be told that the Statute of Frauds could ever be set up as an answer to a claim under a bill," and he was glad that there was nothing in the authorities to support that contention. Judgment was accordingly entered for the plaintiffs.

Third Party Insurance Again.

ONE OF the more serious offences under the Road Traffic Act, 1930, is the issuing of a certificate of insurance or certificate of security which is to the knowledge of the person issuing it false in any material particular, contrary to s. 112 (3) of the Act. In *Ocean Accident and Guarantee Corporation, Ltd. and Another* v. *Cole*, which was before the Divisional Court recently (76 SOL. J. 378), the appellant corporation had been fined £50 and ordered to pay £5 5s. special costs for an infringement of the section, the maximum penalty being £100 fine or six months' imprisonment, or both such imprisonment and fine. The date of the commencement of the insurance was stated in the certificate of insurance to be 4th June, 1931. In fact, the policy issued by the appellant corporation only indemnified the insured against third party claims for a period ending 3rd June, 1931, and during any period for which the corporation might accept payment for the renewal of the policy, subject to the terms, exceptions and conditions contained in the policy and endorsed thereon. One of those terms provided that no liability should arise until the premium due had been paid and accepted. Until 11th June, 1931, no premium had been paid in respect of any period subsequent to 3rd June, 1931. On 11th June, 1931, the premium payable under the policy was paid, less 10 per cent. "no claim bonus," and a receipt dated 11th June, 1931, was given. The justices had held that the corporation was aware that the certificate of insurance was false in a material particular, as on 4th June there was not in force under Part II of the Act a policy of insurance, and that that state of affairs continued until 11th June, 1931. The Divisional Court held that there was no falsity in the certificate to the knowledge of the insurer, and therefore allowed the appeal. Lord HEWART inclined to the view that in any case, whether the corporation knew it or not, the certificate was false, as there was a gap in the insurance between 4th June and 11th June. Mr. Justice AVORY and Mr. Justice HAWKE, however, while concurring in allowing the appeal, suggested that the condition in the policy that no liability should arise till the premium was paid was to be read in conjunction with the words that the insurance was to be "during the period aforesaid and during any period for which the corporation might accept payment for the renewal of the policy," and that therefore it might well be that the certificate was not false in a material particular. Whatever be the correct view in law, it is reassuring to have had it stated through counsel for the insurance company that they had always held the opinion that they were liable during the "gap." It may be too much to hope that motorists will in the future pay their premiums promptly, but as judicial opinion may continue to vary as to whether the insurance continues during the "gap," it may be better in the interest both of motorists and the public that in future policies should allow a reasonable period of grace during which a tardy policy-holder might continue to be insured in the interval between the expiry of the policy and its renewal.

Validity of Hop Marketing Scheme.

A QUESTION relative to the powers of the Minister of Agriculture and Fisheries under the Agricultural Marketing Act, 1931, was raised in the recent case of *Rex* v. *Minister of Agriculture and Fisheries*, reported in *The Times*, 25th May, 1932. The Act enables schemes to be made for regulating the marketing of agricultural products, confers powers on boards constituted for the furtherance of such schemes and authorises the establishment of funds for the purpose of making loans to the boards. Two main objections were taken to the scheme before the court. First, that it was submitted by persons who were not substantially representative of the growers of hops. This was held on the facts to be without foundation. Secondly, it was said that s. 5 of the Act, which confers on the board—subject to the approval of the Minister—power to provide for the sale of the regulated product only to or through the agency of the Board implied that the Board must either buy or become an agent for the producer. Neither of these requirements appeared in the scheme which did, however, prohibit sales otherwise than by registered producers or producers exempt from registration and prohibit a registered producer from selling, in England or elsewhere, any English hops otherwise than to, or through the agency of, the Board. This objection was also over-ruled. The scheme was, in substance, one for the marketing of hops. The contention that it would not conduce to efficient marketing was really a criticism of the policy underlying the Act. The Lord Chief Justice said that it might well be that as the result of the inquiry, which was to be held under the Act and had been suspended pending the result of these proceedings, the scheme would be modified. The scheme was, it was held, one within the Act and a rule *nisi* for prohibition was, in consequence, discharged. In this connexion the words of BRETT, L.J., in *Rex* v. *Local Government Board* (1882) 10 Q.B.D. 309, to which allusion was made, may be quoted: "I think I am entitled to say this, that my view of the power of prohibition at the present day is that the court should not be chary of exercising it, and that wherever the legislature entrusts to any body of persons other than to the superior courts the power of imposing an obligation upon individuals, the courts ought to exercise as widely as they can the power of controlling those bodies of persons if those persons admittedly attempt to exercise powers beyond the powers given to them by Act of Parliament."

The late Lord Brentford.

LORD BRENTFORD (a short obituary notice of whom appears elsewhere in this issue) will perhaps best be remembered by the public and his friends in the profession by the nickname of "Jix." This abbreviation of his surnames is popularly supposed to have been invented by the late Lord CAVE. Whatever the truth of this rumour, the nickname was brief and by no means inept. His somewhat blunt character was indicative of courage and conviction in the principles in which he believed. His death creates a serious gap in those higher spheres of legislature in which the solicitors' profession is inadequately represented, and it will be no easy task to fill his place.

The Public Trustee's Report.

SIR OSWALD SIMPKIN'S twenty-fourth Annual Report (covering the twelve months ended 31st March last), which has just been published, discloses that he has now over 18,000 cases under his administration, and that the capital value of the trust funds controlled by him is approximately £210,000,000, in addition to landed property valued at about £50,000,000. The work of administering this vast trusteeship is done by a total staff of 799 (277 men and 522 women) or three per each million pounds administered!

The number of new trusteeships accepted last year amounted to 1,036, or twenty-eight more than the previous year. There is thus a slowly growing appreciation of the service rendered by the Public Trustee to the community, although it is clear that the general public is not even yet fully alive to the value of Sir OSWALD SIMPKIN'S Department.

The Public Trustee Act provides that the fees to be charged should be arranged from time to time so as to produce a sufficient annual amount to pay salaries and expenses and *no more*. It is not intended that the department should make any profit. The expenses of the department are derived in part from capital fees on acceptance of new cases and on final distribution of completed cases, in part from fees on the income administered, and in part from commission shared with stockbrokers. It is somewhat remarkable that notwithstanding the economic depression of the previous months the department closed with a balance in hand of £6,074.

The Public Trustee discloses that no less than £43,910, or nearly one-sixth of the total income of the department was received from Stock Exchange commission shared by stockbrokers with the Trustee. He comments briefly on the decision of the Stock Exchange to reduce the refunded commission from 50 per cent. to 33⅓ per cent., which, he says, will seriously decrease the revenue from this source.

The work of the Public Trustee is, notwithstanding the smallness of the staff, conducted with exemplary accuracy, and the only loss incurred during the year was a sum of £26 due to a mistake in payment of income.

The total income from fees, etc., for the year amounted to £273,286. The expenses totalled at £267,212, of which £214,418 was for salaries, etc., and £13,056 for rent and maintenance. The work of the department is thoroughly checked by Government auditors.

The report shows that Sir OSWALD'S department is being conducted with great efficiency and at a most economical cost, out of all proportion to the services rendered by him. The only wonder is that the public demand for the services of this department is so comparatively small. The office of Public Trustee is permanent and does not (as in the case of a personal trustee dying) require any expense of a fresh appointment, and through the nature of his office the Public Trustee must essentially possess a knowledge and skill in the execution of trusts and matters of investment that no private trustee could bring to his duties. He can act either alone or jointly with other trustees and either as executor and trustee under a will or as a trustee under a settlement.

The fact that the Public Trustee is a Government office does not mean that the department is run on "red tape" lines, though it does mean that its integrity is State guaranteed. The Trustee either personally or by his senior officials gives in all cases close attention to the personal details of each trust and administers such trusts with the same interest that a private trustee would do.

The publication of this very satisfactory report during a period of economic uncertainty and suspicion should encourage many more testators and others to place the administration of their affairs with Sir OSWALD SIMPKIN'S department.

Mr. Henry Douglas Hughes-Onslow, C.B.E., of Cavendish-place, W., a Master of the Supreme Court, left £14,635, with net personalty £14,318.

Trade Secrets Innocently Acquired.

THE law has always shown itself willing to protect employers and ex-employers whose interests are threatened by the disclosure of trade secrets. Jurisdiction has, it was said by TURNER, V.-C., in *Morison* v. *Moat* (1851), 9 Hare 241, been exercised on three distinct grounds. "In some cases it has been referred to property, in others to contract, in others, again, it has been founded upon trust or confidence—meaning as I conceive, that the court fastens the obligation on the conscience of the party, and enforces it against him in the same manner as it enforces against a party to whom a benefit is given the obligation of performing a promise on the faith of which the benefit has been conferred . . ." To this question of the choice of weapons I shall revert later.

Apart from the matter of remedies, subsequent decisions have emphasised or laid down two important distinctions. One is the distinction between what has conveniently been called the employer's knowledge and the employee's knowledge. The other is a distinction between knowledge of secret processes and other knowledge, which, as will be seen, has superseded in importance the distinction between knowledge committed to writing, etc., and knowledge retained in the memory.

The first-mentioned distinction may undoubtedly be difficult to apply in many circumstances. The Court of Appeal recognised this in *Lamb* v. *Evans* [1893] 1 Ch. 218, C.A., and again in *Louis* v. *Smellie* (1895), 73 L.T. 226, C.A. In the former, the plaintiff, as proprietor of a trades directory, had employed the defendants as advertisement canvassers. Advertisers frequently supplied their own "blocks," which were entrusted to the defendants. An injunction which would have prevented the defendants from using these blocks, even if invited to do so by the advertisers, was modified by the Court of Appeal, the principle applied being that the knowledge and the materials acquired were not to be used against the plaintiff, but that nothing ought to be done to prevent their being used otherwise. *Louis* v. *Smellie* was an action by the founder and proprietor of Messrs. Flowerdew and Co., who sought to restrain his ex-employee from, *inter alia*, pirating his register of clients and index of agents, and from using the forms used in process-serving drafted by the plaintiff. LINDLEY, L.J., described the position as follows: "The defendant is perfectly entitled to carry it [his business] on in the same way. . . . He is entitled to the benefit of his knowledge," and it was held that the court could not go further than restrain the use of materials and information acquired by him when in the confidential employ of the plaintiff, but that if the defendant happened to remember a particular agent and found the address in an ordinary directory, he was at liberty to approach him. See also the recent case of *United Indigo Chemical Co. Ltd.* v. *Robinson*, 49 R.P.C. 178, in which absence of warning was taken into account.

In these and other cases language was used suggesting that in the absence of tangible artificial aids to memory no injunction could issue. This was disposed of by the decision in *Amber Size Chemical Co. Ltd.* v. *Menzel* [1913] 2 Ch. 231, when the defendant, formerly employed by the plaintiffs as their works manager, was restrained from disclosing knowledge of a secret process. Incidentally, it was clear that his knowledge was both empirical and incomplete, but sufficient to jeopardise his ex-employers' interests. Another interesting feature of the case was the ruling by which the court granted relief without any disclosure of the secret.

Now, if the rights and remedies against an ex-employee are well defined, the position as against third parties who may have become possessed of the secrets via the ex-employee is not always so easy to ascertain. To study this question it is necessary to revert to the matter of remedies. It will, of course, be seen at once that, in the absence of privity of

contract, no proceedings can be launched on the basis of implied agreement. This leaves the other two possibilities mentioned in *Morison* v. *Moat*, property and breach of confidence. And what is perhaps unfortunate, is that in a case in which there was no third party, *Kirchner & Co.* v. *Gruban* [1909] 1 Ch. 413, EVE, J., proceeded on the assumption that it was "abundantly clear" that the "real" principle on which an employee was restrained from making use of confidential information was, that there was a promise implied in the contract of service. And as in the case before him, there was an express contract excluding the jurisdiction of English courts, the question became, *ex hypothesi*, one of construction, and the injunction was refused. The ruling given was based upon *Robb* v. *Green* [1895] 2 Q.B. 315, C.A.; and I might observe that, while two of the judgments in that case stressed the contractual relationship, KAY, L.J., said: "On whatever ground it is put, it is clear that in this case an injunction ought to be granted, either on the ground of breach of trust or breach of contract." As regards subsequent cases, no particular power was named in *Amber Size and Chemical Co. Ltd.* v. *Menzel*, *supra*; while in *Alperton Rubber Co.* v. *Manning* (1917), 86 L.J. Ch. 377, the judgment against the ex-employee is based on implied contract.

While no clear rule has been enunciated, a perusal of the authorities suggests that injunctions against third parties can always be obtained if the information was not only surreptiously obtained by the servant but also *dishonestly acquired* by the third party. In one of the older cases, *Tipping* v. *Clarke* (1843), 2 Hare 383 (in which no servant was made a party) the judgment on demurrer reads as though the employee would be restrained on the ground of breach of contract, and the third party because of his knowledge of the breach, on equitable grounds: "It is clear that every clerk employed in a merchant's counting-house is under an implied contract that he will not make public that which he learns in the execution of his duty: if the defendant has obtained copies of books, it would very probably be by means of some agent of the plaintiff, and if he availed himself *surreptitiously* of the information, which he could not have had except from a person guilty of a breach of contract in communicating it, I think he could not be permitted to avail himself of that breach of contract." Then in *Merryweather* v. *Moore* [1892] 2 Ch. 518, the defendants were an ex-employee of the plaintiff, who had copied, in a book of his own, the dimensions of parts of engines manufactured by the plaintiff; a company manufacturing similar engines; and another company working in conjunction with that company. On the companies' disclaiming any intention to use or publish the paper or its contents, KEKEWICH, J., refrained from granting injunctions against them; but he commented on the "element of suspicion" against them which suggests that if he had been satisfied that they knew the facts, an injunction would have issued. In *Gilbert* v. *Star Newspaper Co.* (1895), 11 T.L.R. 4, the actual purveyor of information was unidentified, proceedings being taken against the acquiring party only, as in *Tipping* v. *Clarke*, *supra*. The subject-matter was the plot of a comic opera, which Sir WILLIAM GILBERT had intended to keep from the public till the first night. The newspaper had (as actually appeared from the article complained of) employed someone to collect the information from those working at the theatre where rehearsals were held. In granting the injunction CHITTY, J., said: "It was also part of the ground of the application that the information upon which the article in question was founded had been obtained by means of a breach of confidence on the part of some person or persons who, according to the evidence, was bound to silence and not at liberty to disclose what had taken place at the rehearsals." In *Alperton Rubber Co.* v. *Manning*, *supra*, an injunction was issued against the new employers, but the case against them is not reported, as it "turned only on the evidence."

But suppose a trade secret to be revealed to one who does not know it is a trade secret, wrongfully disclosed? True, in nine cases out of ten an employer engaging a new employee enquires into his antecedents, and in practice it would be difficult, in most cases, for the court to resist the inference that the information wrongfully disclosed was received with the knowledge that it was wrongfully disclosed. But what if it be innocently received? This line of thought at once suggests proceedings by ex-employers on the ground of property mentioned in *Morison* v. *Moat*, for, if there were a true analogy, the ex-employer would be able to proceed against the new employer by a remedy in the nature of trover or detinue. And as the "jurisdiction referred to property" appears to have been forgotten rather than developed since that decision, an examination of earlier cases may perhaps reveal its nature and its limitations.

Morison v. *Moat* was decided a few years after the somewhat sensational (to use a modern expression) case of *Prince Albert* v. *Strange* (1849), 1 Mac. & G. 25. The PRINCE CONSORT had obtained an injunction to restrain, *inter alia*, the publication of a catalogue of an intended exhibition of copies of etchings made by QUEEN VICTORIA and himself. These copies had been made by an employee of a Windsor printer, to whom the plate had been sent with orders to make a few copies, for private use. No proceedings were launched against the printer or his employees, but injunctions were obtained against two intermediaries and against the intending publisher. The latter then applied for the injunction to be dissolved in so far as it related to the catalogue. In his affidavit he denied knowledge of the intermediaries' dishonesty. The judgment of COTTENHAM, L.C., invokes all three remedies. "Upon the first question, therefore, that of property, I am clearly of opinion that the exclusive right of the plaintiff in the composition of the work being established, and there being no right or interest whatever in the defendant, the plaintiff is entitled to the injunction of this court to protect him against the invasion of such right and interest by the defendant, which the publication of any catalogue undoubtedly would be; but the case by no means depends solely upon the question of property, for a breach of trust, confidence, or contract would itself entitle the plaintiff to an injunction." The judgment then proceeds to express doubt as to the defendant's protestations of ignorance and innocence, but lays it down—and this is important for present purposes—that the mere fact that the possession of the etchings had its foundation in a breach of trust, confidence or contract would entitle the plaintiff to an injunction.

Now it is clear that the "property" dealt with in this case was in the nature of "literary property." One wonders whether COTTENHAM, L.C., when he mentioned the three sources of jurisdiction in *Morison* v. *Moat*, would have gone as far as to say that there was no distinction between artistic work and knowledge of a secret process. And a further difficulty arises by the fact that while the judgment in *Prince Albert* v. *Strange* lays down that tainted origin will suffice for an injunction, the authority cited in support is that of *Tipping* v. *Clarke*, *supra*, in which trade secrets were the subject-matter, but in which guilty knowledge of the breach appears to have been presumed.

Working backwards in search of the basis of the jurisdiction referred to property we find that the authorities are all cases of "literary property." The general effect does not suggest that what I have called guilty knowledge has to be proved in these cases, but it would hardly be possible to suggest that the authorities would cover trade secrets, unless the passages be divorced from their contexts. In *Southey* v. *Sherwood* (1817), 2 Mer. 435, an unpublished work, written by the Poet Laureate in his youth, and of which he had since repented, had got into the hands of a stranger; and while under the circumstances an injunction was refused until property should be established. it was not suggested that the state of mind in which the

defendant received the manuscript would be a relevant consideration. The comprehensive judgments delivered in *Millar* v. *Taylor* (1789), 4 Burr. 2303, would certainly provide some material for an argument that trade secrets could be the subject-matter of property, e.g., "The rules attending property must keep pace with its increase and improvement, and must be adapted to every case," said ASTON, J., and then mentions a distinguishable existence and actual value to the owner as the two essentials of property. On such lines it might well be argued that trade secrets, whether relating to customers or to a secret process, are property; but it must be remembered that the action concerned the property in THOMPSON'S "The Seasons," and that cases cited in it deal with other instances of "literary property," such as notes, letters, etc. (*Forrester* v. *Waller*; *Webb* v. *Rose* (both unreported); *Pope* v. *Curl* (1741), 2 Atk. 342; and *Queensberry* (*Duchess of*) v. *Shebbeare* (1758), 2 Eden 329). (These cases were more recently used in *Philip* v. *Pennell* [1907] Ch. 573, in which it was held that the executrix of the late Mr. WHISTLER, the artist, could prevent his biographers from publishing letters, extracts from letters, and paraphrases of letters written by the deceased, though they would be at liberty to use any information to be gleaned from those letters, which had not been surreptitiously obtained).

And, to take one case decided after *Morison* v. *Moat*: in *Jefferys* v. *Boosey* (1854), 4 H.L.C. 815, ERLE, J., described the right of an author in his works as analogous to those of an owner of personalty, and said he might stop the sale of imported unauthorised copies made abroad even if the importers were ignorant of the wrong.

But when it comes to applying the jurisdiction referred to property mentioned by TURNER, V.-C., in *Morison* v. *Moat* to an ordinary trade secret, regard must be paid to a remark of the learned Vice-Chancellor himself, made later in the same judgment: "It might indeed be different if the defendant was a purchaser for value of the secret without knowledge of any obligation affecting it." This suggests that knowledge of a trade secret is to be treated like an estate subject to restrictive covenants, the fact that information is confidential corresponding to the covenant, while the information itself corresponds to the estate. If this be so, the jurisdiction referred to property is worthless when an employee betrays a secret to a competitor who is not aware of the betrayal, in spite of what was said as to the "foundation of the possession" in *Prince Albert* v. *Strange*. And it is perhaps significant that breach of confidence and breach of contract have been relied on, and property not mentioned, even in cases in which the subject-matter was in the nature of artistic work rather than ordinary commercial secrets (see *Tuck* v. *Priester* (1887), 19 Q.B.D. 635, C.A. (copies of drawings), and *Pollard* v. *Photographic Union* (1885), 40 Ch. D. 345).

The conclusion to which one is driven, then, is that in default of proof of guilty knowledge (and in the absence of the protection afforded by patents or copyright) a trader is unable to prevent his rivals from using information wrongfully disclosed to them.

The Solicitors Bill.

BY W. E. WILKINSON, LL.D.

THE Solicitors Bill, which has been introduced in the House of Lords by the Lord Chancellor, is one of the few measures which are likely to reach the Statute Book before Parliament rises for the Summer Recess.

The object of the Bill, as stated in the explanatory memorandum annexed thereto, is to collect and reproduce, without making any alteration in the existing law, such of the unrepealed provisions of the Solicitors Acts, 1839 to 1928, and of certain other enactments relating to Solicitors as are suitable for consolidation. If passed, it will remove from the Statute Book sixteen Acts and practically the whole of two others.

At the time of the institution of The Law Society, legislation affecting solicitors was to be found in Acts and parts of Acts numbering in all nearly seventy, and extending back in date to the reign of HENRY III (see "Law Society's Handbook" (1924), p. 20). There was, therefore, urgent need for consolidation and improvement, and in 1846, a consolidating Act, the Solicitors Act, 1843, was passed. This was the first public Act of Parliament in which The Law Society is referred to by name. By s. 21 of the Act the office of Registrar of Attorneys and Solicitors was created, and the duties of the office were deputed to the Society (*ibid.*). Since the Act of 1843 numerous Acts dealing specially with solicitors have been passed, and, as is shown by the list of enactments to be repealed set out in the Fourth Schedule to the Bill, provisions affecting solicitors are also to be found in several other Acts.

It will be found that the older Acts relate to attorneys and solicitors. Prior to 1875, the term "solicitor" was restricted to persons who conducted suits in the Court of Chancery; those who acted in the Common Law Courts were called "attorneys," while practitioners in the Ecclesiastical and Admiralty Courts were called proctors. By s. 87 of the Judicature Act, 1873, all solicitors, attorneys and proctors empowered to practise in any division of the High Court of Justice or in the Court of Appeal were called solicitors of the Supreme Court (see now the Supreme Court of Judicature (Consolidation) Act, 1925, s. 215).

The Solicitors Bill, which consists of eighty-three sections and four schedules, is divided into six parts: Part I: The Roll of Solicitors; Part II: Qualifications for Admission as Solicitor; Part III: Practising Certificates; Part IV: Privileges, Restrictions and Offences in connection with Practice; Part V: Remuneration of Solicitors; Part VI: Miscellaneous and General.

The Joint Committee on Consolidation Bills have issued their report on the Bill. The Committee are of opinion that the Bill, as amended, is pure consolidation and that it represents the existing statute law on the subject. They, however, call attention to certain points, among which are the following:—

In several clauses, e.g., ss. 47 (1), 49, the words "certificated conveyancers, special pleaders and draftsmen in equity" appear. "There are not, and have not for some years been any such persons. But the Inns of Court might at any time be asked to give certificates and the Committee have thought it right to leave the words in the Bill though probably the class of persons referred to have ceased to exist."

In cl. 51 (1) of the Bill (which prohibits a solicitor from acting as agent for an unqualified person), as drafted, the words "in any *action at law*, suit in equity, or matter in bankruptcy" were used in substitution for the words "action or suit in any court of law or equity" used in s. 32 of the Act of 1843, which prohibits a solicitor from acting as agent for "any unqualified person." The Committee consider that there is now no distinction between "action" and "suit in equity." They have therefore amended s. 51 (1) so that the phrase now reads "in any *action* or in any matter in bankruptcy," with consequential amendments in cl. 53 and cl. 60 (3). But, as the Committee point out, there are now many civil proceedings which are not strictly "actions," such as proceedings for divorce, proceedings under the Companies Acts, and others. "The Committee would therefore have preferred to use the phrase 'civil proceedings' so as to cover such cases. They did not, however, feel justified in making an amendment in a purely consolidating bill, which might be considered as a widening of the class of offences dealt with in the first two clauses in question. The Committee therefore recommend the introduction of a short amending Bill to effect this change by substituting the words 'civil proceedings' for 'action or matter in bankruptcy' and 'action or matter' wherever these words appear."

Company Law and Practice.

CXXXIII.

APPOINTMENT OF A RECEIVER.

DEBENTURE-HOLDERS are constantly having to take advice as to the best method of protecting their security, and in practically every case the appointment of a receiver is the only method by which the assets charged in their favour can be satisfactorily protected. There are two ways of making such appointment: either it may be made out of court, or by order of the court. If the appointment is to be made out of court, care must be taken to see that at least one of the events has happened which constitute conditions precedent under the debenture to the appointment of a receiver. There are cases in which it is reasonably satisfactory to make an appointment out of court; and in all cases where the sums in question are small this course should be pursued, except in circumstances of an exceptional character; there are always apt to be difficulties about such an appointment, however, and where there are sums of any size at stake, the appointment by the court is much to be preferred.

It may be that those unversed in the law, or some of them, may think of a debenture-holder's action as a proceeding devised for the slowing down of the process of realisation and for the benefit of the legal profession, but such charges, if made, are certainly unjustified. If it be either necessary or desirable that anything should be done quickly in a debenture-holder's action, be it a sale of the undertaking and property subject to the charge, or be it merely the giving of an authority to borrow, experience shows that the machinery of the law, aided as it is by the kindly and wise administration of the law by those charged with its administration, is sufficiently elastic and adaptable to meet all demands upon it. "I have known more than one case," said MAUGHAM, J., in *Re Sandwell Park Colliery Co.* [1929] 1 Ch. 277, at p. 284, "in which the sanction of the court to a sale in a debenture-holder's action has been obtained within a very few days after the issue of the writ"; and the practitioner will no doubt be able to supply from his own experience cases where similar expedition has taken place. So far as the question of expense is concerned, it is appropriate to remember that the court will carefully watch the interests of all parties and that the receiver's accounts will be carefully scrutinised, so that both debenture-holders and those interested in the equity of redemption get a fair deal, while the receiver's remuneration will be on a scale commensurate with the amount received. The added advantage is obtained of knowing that any dealings which may be beyond the scope of the receiver's authority unless he obtains the approval of the court may be sanctioned by the court, and, if sanction to any particular course of action be given by the court, the doubts and uncertainties which might otherwise arise vanish at once.

It does seem, however, to be somewhat of a defect in our system that there is no convenient method by which a receiver appointed out of court can apply to the court for directions: in the somewhat analogous case of a voluntary winding up, s. 252 of the Companies Act, 1929, provides that the liquidator, or any contributory or creditor, may apply to the court to determine any question arising in the winding up of a company. A similar provision might be introduced to apply to cases where a receiver is appointed out of court: the Legislature does not ignore such appointments completely, for various sections of the Companies Act deal with them, e.g., ss. 309 and 310, and there could, it is submitted, be no insuperable difficulty in the way of adding a section as to applications to the court to determine any question arising in connexion with a receivership, where the receiver has been appointed under the powers contained in any instrument. Be that as it may, at the present time there is no doubt but that, in the vast majority of cases, it is desirable that a debenture-holder's action should be commenced, and a motion made for the appointment of a receiver by the court. In some cases there is such urgency that it is desirable to move *ex parte* for the appointment, but these cases are not perhaps so frequent as they used to be, for the court requires a very strong case to be made out, and the wait of three or four days which usually ensues, when leave is given to serve the notice of motion with the writ, is not likely to be fatal, or even particularly damaging, to the interests of the debenture-holders.

A course which is sometimes adopted in a case of urgency is for an appointment to be made under the powers contained in the debentures, if there be such powers, and if they are exercisable, as soon as it is decided to take proceedings to enforce the security, and then to proceed in the usual way to issue the writ, get leave to serve notice of motion with the writ, and move the court for the appointment of a receiver, usually the person appointed out of court. In this way the protection incident to the appointment of a receiver can be obtained at an early stage without having to make out so strong a case of jeopardy as is necessary to obtain from the court *ex parte* the appointment of a receiver. If this course be adopted the order appointing the receiver will have to be in a somewhat special form, as indicated by EVE, J., in Practice Note [1932] W.N. 79: "The appointment of a receiver who was already in possession under a debenture," says this Practice Note, "should in future embody a direction to him to include in the accounts to be brought in by him all his receipts, payments and liabilities as receiver in respect of his appointment by the debenture-holder. If another person was appointed receiver in the action, liberty should be reserved to the retiring or superseded receiver to apply in the debenture-holder's action to have his accounts taken."

When the motion comes on for hearing, it is usually found that there is no defence to the action, and that the company is willing to consent to the appointment, and also to treat the motion as the trial of the action, and consent to judgment in the form usual in a debenture-holder's action. If the company considers it has any legitimate defence to the action, it should not, of course, consent to judgment, but it cannot be too strongly urged upon the advisers of a company in the case of a debenture-holder's action that the company's instructions should be specifically taken as to whether it is prepared to consent to treat the motion as the trial. Such a course has many advantages; it saves time and money, and, from the company's point of view, has this advantage, that the costs incurred by it in appearing and consenting to treat the motion as the trial will be allowed *pari passu* with the plaintiff's costs of the action, on the further consideration. The reason for this is, that, if the consent were not given, a statement of claim and motion for judgment would be necessary, involving further delay and expense.

When the motion is treated as the trial of the action, no declaration of charge is incorporated in the judgment (see *Re Gregory Love & Co.: Francis* v. *The Company* [1916] 1 Ch. 203); it is difficult to see what difference it makes whether there is such a declaration or not in the ordinary case, because the court would not order the accounts and inquiries which it does except upon the footing that there was a charge, and, if there were any real danger liable to arise from the omission of the declaration of charge, it is apprehended that the number of plaintiffs in debenture-holders' actions who would ask that the motion for the appointment of a receiver be treated as the trial of the action would be much smaller than it in fact is. Until recently it was the practice, in the order appointing a receiver, to direct the receiver forthwith to pay the preferential debts out of any assets coming to his hands; but *Re Glyncorrwg Colliery Co.* [1926] Ch. 951, has clearly established that there are other sums payable out of the assets before the preferential debts, and, at the present time, so many cases occur where there may be doubts as to the sufficiency of the assets to discharge even

these prior sums and the preferential debts as well, that this direction is now omitted. Section 78 of the Companies Act, 1929, which applies the preferential payments section (s. 264) to receiverships, also omits the word "forthwith" which its *vis-à-vis* in the 1908 Act (s. 107) contained. It is the practice, however, in accordance with a direction of the judges of the Chancery Division, for the Master, if he is satisfied as to the ample sufficiency of the assets to cover the prior sums and the preferential debts, to direct the prompt payment of the latter.

(*To be continued.*)

A Conveyancer's Diary.

Insurances on Mortgaged Property.

Last week I called attention to *Halifax Building Society and Another* v. *Keighley and Another* [1931] 2 K.B. 248.

The reader will remember that in that case mortgagees had insured under the terms of the mortgage deed, and the mortgagors had effected an independent insurance. The insurance policies contained the usual clause which limited the liability of each of the insurance companies to a proportion only of the total loss.

The premises having been totally destroyed by fire the mortgagees found themselves in the position of being able to recover from their insurance office only a part, the liability of that office being reduced by the proportion which the mortgagor's insurers had to bear. The mortgagees brought an action against the mortgagors for that sum, but failed in it. Before 1926 the mortgagees could have succeeded by virtue of s. 23 (4) of the C.A., which was replaced by s. 108 (4) of the L.P.A., but with such amendments as prevented them from recovering.

Wright, J., appeared to think that present-day mortgages might be adapted to the provisions of the L.P.A. and I invited suggestions as to how that might be done.

Before considering that question further I think that it is material to amplify what I said last week by referring to the rights of the parties under the Fires Prevention (Metropolis) Act, 1774.

By s. 83 of that Act it is provided that "in order to deter and hinder ill-minded persons from wilfully setting their houses or other buildings on fire, with a view to gaining for themselves the insurance money, whereby the lives or fortunes of many families may be lost or endangered" insurance offices shall be "authorised and required, upon the request of any person or persons interested in or entitled unto any house or houses or other buildings" which may be "burnt down, demolished or damaged by fire . . . to cause the insurance money to be laid out and expended so far as the same will go towards rebuilding, reinstating or repairing" the houses or buildings destroyed or damaged unless security is given as therein mentioned.

That section has been held to apply to the whole United Kingdom and not merely to the Metropolis. It has also, as we shall see, been held to extend to mortgagees as well as to other parties interested.

I must next draw attention to s. 23 (3) of the C.A., 1881, now replaced by s. 108 (3) of the L.P.A., 1925, which reads:—

> "All money received on an insurance of mortgaged property against loss or damage by fire or otherwise effected under this Act, or any enactment replaced by this Act, or on an insurance for the maintenance of which the mortgagor is liable under the mortgage deed, shall, if the mortgagee so requires, be applied by the mortgagor in making good the loss or damage in respect of which the money is received."

The rights of a mortgagee under both these provisions were considered in *Sinnott* v. *Bowden* [1912] 2 Ch. 414.

By a deed executed in November, 1911, B charged a house with payment to C of a sum of money and covenanted to insure and keep insured the mortgaged property against fire in a certain amount. Prior to the charge the property had been insured by B under an annual policy expiring at Christmas and after the date of the charge B renewed the policy for the ensuing year. In February, 1912, the house was destroyed by fire, and in May, 1912, S, a judgment creditor of B, obtained a garnishee order *nisi* attaching the money due under the policy. After the date of the order C served the insurance company with notice that he required the money to be applied in rebuilding the house.

It was held, (1) following *Ex parte Gorley* (1864), 4 De G.J. and S. 477, that s. 83 of the Fires Prevention (Metropolis) Act, 1774, was of general as opposed to local application; (2) that the same section applied so as to enable a mortgagee to require the money to be expended in rebuilding; (3) that the policy was within the meaning of s. 23, sub-s. (3), of the C.A., 1881, "effected under the mortgage deed," and therefore C had a similar right under that provision; and (4) that the mortgagee's rights were not displaced by the garnishee order *nisi*.

In the course of his judgment, Parker, J., said: "It appears from the cases of *Evans* v. *Rival Granite Quarries, Ltd.*; *Cairney* v. *Back* and *Norton* v. *Yates* that the equitable rights of the holder of a floating charge will not be displaced by a garnishee order, even when made absolute, if before actual payment the charge crystallises and the holder applies for relief. It appears to me that the principle of those cases must, *a fortiori*, apply to a right conferred by statute."

Now it seems to me to follow that if the mortgagee had elected to have the money applied in reduction of the mortgage debt under sub-s. (4) of s. 23 of the C.A., he would have had the same protection against the creditors of the mortgagor as he was held, in that case, to have where he required the money to be used in rebuilding under sub-s. (3). The mortgagor might, of course, have insisted on the money being laid out in reinstating the property under s. 83 of the Fires Prevention (Metropolis) Act, and that right would have prevailed, but at any rate the mortgagor's creditors could not claim it as against the mortgagee.

Further, that would have been the position under sub-s. (3) of s. 23 of the C.A., whether the insurance was effected under the Act or under the mortgage deed or not, because that sub-section was not limited in its operation to such insurances, but extended to insurances effected by the mortgagor independently (see per Wright, J., in the *Halifax Building Society Case*, at p. 2527). Now the rights of the mortgagee in that respect are confined to money payable under policies effected under the L.P.A. or which the mortgagor is liable to maintain under the mortgage deed.

I return then to the question: Is there any way in which draftsmen of mortgages may in the words of Wright, J., "adapt them to the Act of 1925"?

In a letter published in another column, a correspondent says that at present he inserts a clause that the mortgagor shall not insure save in the joint names of the mortgagor and the mortgagee. If he does so he is liable for breach of covenant.

In some mortgages (those to building societies, for instance), where the mortgage debt is payable by equal instalments made to cover principal and interest, that may be an advantage, but in ordinary mortgages it will not be very helpful as, of course, the mortgagee can always sue on the covenant to pay. Suing on such a covenant as that proposed would merely mean suing for a part of the mortgage debt instead of for the whole. Moreover, the covenant does not seem to give the mortgagee any priority against the other creditors of the mortgagor.

Perhaps some readers may have other suggestions to make.

There is a further and perhaps more important problem to be faced. It is not a new one, but it has not, I think, been realised until attention was called to it in *Halifax Building Society* v. *Keighley*.

Suppose that there are (as there may well be) other persons than the mortgagor who effect insurances of their own?

For example, a tenant of the mortgaged premises insures for his own protection to the extent of the full value of the buildings. The mortgagee has a similar policy. In case of fire the mortgagee can only recover one-half of the loss on his policy and the tenant can do the same.

Again, a purchaser from the mortgagor may insure at once on the contract being signed and in case of fire before completion the same state of things arises.

I do not see how any provisions in the mortgage deed can be of any use to the mortgagee in such cases.

It may be that as between mortgagee and mortgagor some clause could be devised which would cover the point, but it is difficult to see how other persons interested could be affected by any such provision.

This question does not, of course, arise on s. 108 of the L.P.A., 1925, which is concerned only with mortgages, and it is certainly rather curious that it has not so far as I know been tackled before. At any rate there are no authorities upon it. I suppose it is not possible of solution unless something can be done (should it be possible) with the insurance companies which will meet it.

The net result at present seems to be that the mortgagee will in all such cases have to rely upon requiring the money to be expended in rebuilding, which may often be inconvenient, and lead to disputes where several insurance offices are concerned. In the meantime the mortgagee will hardly be likely to be able to realise his security.

Of course, where an action on the covenant to pay is certain to be fruitful, the mortgagee need not bother about all this. But how often does it happen that a mortgagee can be sure of that? In fact, in a great majority of cases the certainty is the other way about.

Landlord and Tenant Notebook.

Theatre Tenancies: Suspending Rent.

The modern tendency in landlord and tenant legislation is to attach more and more importance to the purpose for which premises are let. Any lawyer, on being consulted with regard to a lease, will immediately inquire the user of the property; for his advice is likely to vary, on almost any point, according as the premises are, say, agricultural, business, or residential. Parliament has, however, done little as yet to restrict the operation of a reddendum (the provision for suspending the increase imposed on the ground of liability to repair, in the Rent, etc., Act, 1923, may be regarded as temporary; and the provision for arbitration as to rent in the Agricultural Holdings Act, 1923, and the stipulation as to rent payable under a new lease, in the L.T.A., 1927, do not directly interfere with freedom of contract). But the theatrical world seems to be peculiarly alive to the fact that though rent may, from the lawyer's point of view, "issue out of the land," from the lessee's point of view it must first issue from the pockets of the public; and attempts have been made, with varying success, to transfer to landlords the risk of impossibility of performance in every sense of the word.

But before discussing the cases illustrating the effect, I might remind readers that the leading case of *Taylor* v. *Caldwell* (1863), 3 B. & S. 26, the forerunner of the "Coronation" cases, concerned an agreement for the letting of a music hall; the agreement was, however, held at the outset to confer no more than a licence, owing to the measure of control retained by the owners. And I might also make reference to the judgment in *Mayer* v. *Southey* (1892), 8 T.L.R. 395, in which the defendant had agreed to take a sub-tenancy of a London theatre for three weeks, at a rent of £100, half of which was to be paid in advance; on his failure to make the first payment the plaintiff stopped rehearsals and turned him out, and brought the action for the £100 rent. His wordly wisdom in electing to put an end to the contract was commended by the court, but at the same time, Cave, J., pointed out that only damages could be claimed, and as he found that the loss was small only nominal damages were awarded.

An example of a condition precedent governing the whole of the arrangement was afforded by *Hardie* v. *Balmain* (1902) 18 T.L.R. 539, C.A., the agreement between the manager of a touring company and the manager of a theatre providing that "in the event of the theatre being closed owing to fire, death in the Royal Family or any other cause whatsoever," the engagement should be null and void. Owing to his contractor's delay in effecting structural aiterations, the manager of the theatre could not obtain a renewal of his licence in time for the first performance. He claimed the protection of the condition, but the court refused to agree that "any other cause whatsoever" included causes brought about by himself. This case was cited in *Blow* v. *Lewis* (1902), 19 T.L.R. 127, in which the agreement was for a tenancy of the Theatre Royal, Bath, and was to be null and void "in the event of the theatre being closed on account of any public calamity, royal demise, epidemic, fire or accident, or when theatrical performances are suspended for any cause whatever." Eleven days before the tenancy was to commence to run, the Lord Chamberlain, in consequence of a report as to the structure, declined a patent (the theatre being one of the few still licensed in that manner). The tenant, the manager of a touring company, sued for damages. It was probably the fact that the word "performances" appeared in the plural that enabled him to succeed, but it appears to have been held that as performances were not suspended generally, but only at this particular theatre, the clause did not assist the landlord.

A similar point was discussed at great length in the consolidated appeals in *Lennox* v. *Curzon*, *Scott* v. *Lennox* (1906), 22 T.L.R. 611, C.A. The premises (the old "Avenue Theatre," now the "Playhouse") were let to Scott. Lennox was an assignee of tenants of Scott. Curzon held of Lennox at a weekly rental, and had sub-let to Mr. Cyril Maude, who was not a party to the proceedings, but who had consented to a dangerous structure order, made at the instance of the London County Council, shortly after the collapse of Charing Cross Station. The theatre had been closed for repairs at the time. Thereupon the Lord Chamberlain refused to allow it to re-open till it was declared safe. The actions were brought for rent, and in each case the defendant relied upon a qualification of the reddendum in these terms, "provided that . . . if and whenever the said theatre shall be closed by order of any superior authority, or be destroyed by fire or so damaged by fire that, etc. . . the said annual rent shall . . . as from the date of such closure be suspended," in the case of Lennox's lease; but in the sub-lease to Curzon the word "damaged" was not followed by the words "by fire." Both claims succeeded in the court below, but the Court of Appeal held that, consent or no consent, it was sufficient that it was impossible to open the theatre; there need not be an order in so many words to close it. But it is perhaps worth noting that Vaughan-Williams, L.J., alone read the words "by fire" into the Curzon lease; his colleagues thought that Curzon had got a better bargain than his landlord. And Stirling, L.J., was in some doubt as to whether the closing had not really been caused by the fall of the wall.

Risks of this kind can probably be insured against by either party; but if a landlord is willing to bear them, and can then get more rent than if he insisted on the ordinary inexorable reddendum, he may perhaps, find it worth while.

Our County Court Letter.

THE DEFINITION OF A "1931 MODEL" MOTOR CAR.

THE above question was recently considered at Leeds County Court in *Wilson* v. *Francis E. Cox (Leeds) Limited*, in which the claim was for £94 as damages for misrepresentation, viz., that a car was "a new car, 1931 model," whereas it had been received by the defendants in February, 1930, and had been in their show-rooms for fourteen months. The defendants' case was that (*a*) the car was part of the 1931 programme and there had been no misdescription; (*b*) they had sold the car to a finance company, with whom the plaintiff had entered into a hire-purchase agreement, so that there was no contractual relationship between him and the defendants. The plaintiff's evidence was that the registration book gave the year of the engine as 1931, which was also stated as the date of make in a document filled up by the defendants. The defendants' sales manager contended that (1) the makers' guarantee would have been withdrawn, if the car had been shop-soiled; (2) the model—being new and unsuperseded—was a 1931, rather than a 1930 model; (3) the date of make was the date of delivery to a customer, if the car was new. His Honour Judge Woodcock, K.C., held that (*a*) the plaintiff, having been induced by misrepresentation to enter into the hire-purchase agreement, was entitled to damages, the measure of which was the excess value he had agreed to pay; (*b*) the proper price was two-thirds of the amount paid, and the remaining third should be divided as follows: One-third of the deposit to be refunded and one-third of whatever the plaintiff had paid and had lost under the hire-purchase agreement to be refunded. The parties having agreed that, on this basis, the amount of damages was £54, judgment was given accordingly with costs. Compare a note on "The Responsibilities of Garage Proprietors" in the "County Court Letter" in our issue of the 16th April, 1932 (76 SOL. J. 267).

UNREASONABLE DEVIATION FROM CONTRACT VOYAGE.

IN *H. Pyn Owen and Co.* v. *F. Smith and Son*, recently heard at Bristol County Court, the claim was for £69, being the loss on re-sale of 500 bags of Belgium King Edward potatoes, which had been sold at 9s. 8d. per bag "f.o.b. Antwerp." The plaintiffs' case was that (*a*) the contract was made by telephone on the 11th January, but, on the market becoming easier, the defendants refused to accept delivery; (*b*) the cargo was discharged at Newport and brought to Bristol, whereupon the defendants alleged that the potatoes were frost-bitten; (*c*) this was disproved by the purchaser, who bought them for £200; (*d*) no port having been specified, there was no condition that delivery should be at the quayside at Bristol. The defence was that (1) in the local potato trade, "f.o.b. Antwerp" meant shipment to Bristol docks direct; (2) there was also an express agreement that the potatoes should be water-borne to Bristol, and a later proposal to deliver via Newport was declined, owing to the risk of deterioration in winter; (3) there was ice on the railway truck in which the potatoes reached Bristol. His Honour Judge Parsons, K.C., held that there had been a deviation in the route, without the consent of the defendants, who (in view of the state of the goods) were justified in not waiving their rights. Judgment was therefore given for the defendants, with costs.

Mr. William Henry Campbell Salmon, solicitor, of Dawlish, left estate, "so far as can at present be ascertained," of the gross value of £157,194, with net personalty £147,977. He left £1,000 to his chauffeur.

Mr. William Lowson Macindoe, LL.B., of Kirkcaldy, solicitor, Town Clerk of Kirkcaldy, left unsettled personal estate in Great Britain valued for probate at £273,166.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Mr. Justice Powell died on the 14th June, 1713, and was buried in Gloucester Cathedral. A plot hatched against him while William III was temporarily absent in Holland delayed his promotion to the Bench for a few months, but on the King's return he was appointed to the Court of Exchequer in October, 1691. Later he was removed to the Common Pleas and finally, shortly after Anne's accession, to the Queen's Bench. As a judge he was both learned and impartial, and Swift, who saw him two years before his death, draws a very attractive picture of his personality. He writes of him as "an old fellow with grey hairs who was the merriest old gentleman I ever saw, spoke pleasing things and chuckled till he cried again." To this genial judge airmen may look back as the first to give legal sanction to the art of aviation. An old woman, evidently quite insane, was brought up before him on a charge of witchcraft and accused of being able to fly. "Is this true? Do you say you can fly?" Powell asked her. "Yes, I can," she answered. "So you may if you will, then. I have no law against it," said the judge, and forthwith discharged her.

LAWFUL GOLF.

Golf is a periodical source of humour in the Court of Appeal. In a recent case, after remarking that Horridge, J., was addicted to the game, Lord Justice Scrutton described himself as one "who tries to play golf." It may be remembered that not long ago he entertained the court with an amusing reminiscence of a match between barristers and actors, after which a competition was suggested to see who could drive from the railway platform over a signal-box. The result, he said, was that the platform was "filled with terrified passengers crouching for safety against whatever protection they could find.

A PERSONAL APPEAL.

Sir Francis Newbolt, K.C., experienced a thorough change of environment when he left the meticulous calculations of an Official Referee to try a group of detective story-writers charged at the London School of Economics with "faking the evidence." During the proceedings one of the defendants went so far as to ask the learned judge: "Do not even you, my lord, sometimes feel the criminal impulse?" Sir Francis made no reply, for to such a question no reply is possible. It recalls a celebrated speech once delivered in defence of a prisoner charged with obtaining money by false pretences. "False pretences! Why, we all make them—barristers, solicitors and judges—the whole lot of us! Talk of the purity of the judicial ermine! Why, its only rabbit skin!" I may add that I am authoritatively informed that this allegation is quite untrue.

THE WILD SNAIL.

Once again sober fact has caught up with fantastic parody. Diligent students of Mr. A. P. Herbert's "Misleading Cases" will remember that the learned judge who tried the case of *Cowfat* v. *Wheedle*, held that snails are animals *ferœ naturæ*. Now this very point has actually arisen in France in the course of a dispute between those who hunt the gasteropod for epicurean commercialisation and the wine growers on whose vines he thrives. A somewhat similar problem was resolved at the Exeter Assizes about sixty years ago when a fisherman was tried on a charge of stealing a lobster from a "pot" sunk in the English Channel, off the coast of Devon. The defence raised the point that a lobster was a wild animal and that, therefore, a criminal information would not lie. After a lengthy argument as to the creature's true legal status, this contention was upheld by the learned judge.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Validity of Bill of Sale.

Q. 2485. The solicitor for a judgment creditor has discovered in the copy of a bill of sale, sent by the registrar of bills of sale, to the local county court, that the consideration is stated to be £350 in one portion of the bill of sale, instead of £360. In the original the consideration is stated as being £360 throughout. The solicitor challenges the bill of sale on the ground of the error in the filed copy, and I shall be glad to have your opinion as to whether the error in the copy voids the bill of sale as against the judgment creditor. The solicitor for the judgment creditor also states that he will produce an office copy of the copy bill of sale, and asserts that this will be accepted in evidence in preference to the bill of sale.

A. The bill of sale can be challenged under the Bills of Sale Act, 1878 s. 10 (2) which requires a "true copy" to be filed with the registrar, otherwise the bill of sale is void as against a creditor. The test of whether a copy is "true" does not depend, however, upon whether the copy is exactly the same as the original, as stated by Scrutton, L.J., in *Burchell* v. *Thompson* [1920] 2 K.B., at p. 102. In the same case, at p. 98, Bankes, L.J., pointed out that the filing of a true copy is intended to enable persons (who search) to ascertain the true position of someone to whom they may intend to give credit. In the present case it cannot be said that the discrepancy of £10 (between the two amounts stated) would suffice to leave the intending lender in doubt one way or the other. The opinion is, therefore, given that the error in the copy does not render the bill of sale void as against the judgment creditor. The admissibility of the office copy is authorised by the Bills of Sale Act, 1878, s. 16, but this only provides that the office copy shall be admitted as *prima facie* evidence, which may accordingly be rebutted by production of the original.

Notice under L.T.A., 1927.

Q. 2486. We are concerned for the freeholder of two shops which are let on long leases and which are shortly due to expire. We have received from an estate agent two letters, one in the following form:—

re 10 X Road, Y.

"Referring to our conversation over the telephone yesterday and acting on behalf of our client Mr. A. I hereby give you notice under Section 5 Clause 1 of the Landlord and Tenant Act 1927 requiring you to grant him a new lease of the above premises which he now holds under a lease expiring in . . . 1932. He and his father before him have carried on business of a jeweller and pawnbroker &c. for a period extending over 40 years."

The other letter is precisely in similar form except that it does not contain the last sentence. The notices were served in the requisite time provided under the Act, i.e., one year before the expiration of the term. Having regard to Ord. 50*b*, r. 2 (1) of the County Court Rules, could it in your opinion be claimed that the notices, or either of them, are bad for the purposes of the Act and the claim for a new lease contested on these grounds?

A. If the letters are merely addressed to the questioners, without describing them as solicitors and agents for the landlords by name, the letters are bad as notices. Rule 2 (1) of Ord. L*b* requires the name and address of the landlords to be stated, and does not permit these to be incorporated by reference to a prior telephone conversation. The letter from which the last sentence is omitted has the additional defect of not giving a description of the trade or business carried on upon the holding. The opinion is therefore given that both notices are bad, and the claim for a new lease can therefore be contested. The above rule was amended in consequence of the decision in *Gough's Garages* v. *Pugsley* [1930] 1 K.B. 615, but there is no reason to suppose that it is still *ultra vires* in any particular respect.

Poultry Farmer's Liability for Wages.

Q. 2487. We shall be glad if you can refer us to any case decided under s. 7 (1) of the Agricultural Wages (Regulation) Act, 1924, against a poultry farmer for recovery of wages according to the statutory rate where it has been decided that poultry farming is agriculture within the meaning of the said Act.

A. The only justification for the contention that poultry farming is agriculture appears to be the fact that the Agricultural Wages (Regulation) Act, 1924, s. 16 (1), defines "agriculture" as including "dairy-farming." The argument apparently is that, as the production and sale of eggs is ancillary to dairy-farming, it follows that poultry farming is a branch of agriculture. The fallacy in the present case is that there is no production and sale of milk, to which the poultry farming is ancillary. Where poultry farming is the substantive occupation, there is no basis upon which it may be brought within the above Act. There appears to be no reported case on the point.

Notice under the L.T.A., 1927.

Q. 2488. Is the twelve months' notice in writing to be given to the tenant under this section, to be given previous to the expiration of seven years or after the expiration of seven years.

A. The new lease will only be for seven years, and the section entitles the landlord to resume possession at the end of that period. The notice should, therefore, be given previous to the expiration of seven years, and not after, otherwise questions may arise (1) as to the landlord being out of time, (2) as to a fresh tenancy having been created.

Licensing — Annual General Licensing Meeting — Adjournment for more than One Month—Effect.

Q. 2489. We act for a licensee owner of an hotel. The general annual licensing meeting was fixed for and held on Monday, 1st February, 1932. At that meeting all the licences were renewed with the exception of that of our client's hotel, which renewal for certain reasons was adjourned for consideration to the adjourned sessions. The adjourned sessions were fixed to be held on Monday, 7th March, 1932. At this adjourned sessions on the 7th March, 1932, the licence was renewed. Under the Licensing (Consolidation) Act, 1910, s. 10 (4), the adjourned sessions must be held within one month from the date of the original meeting. As it will be seen, this was not done in this case. The question occurs to us as to whether the justices at this adjourned sessions had the power to renew the licence, and if not—

(*a*) What is the position of the licensee in regard to his licence?

(*b*) What steps should be taken to remedy the defect?

(*c*) By whom, and at whose cost?

(*d*) Is the licensee safe in continuing to sell in the mean while?

A. An adjourned general licensing meeting, within s. 10, held more than one month after the date of the original meeting, is no meeting at all, and nothing done at such a meeting can have legal effect. But, although the question is vague on the point, we assume the adjournment was under s. 16 (4), and thus in order. In any case the licensee would be well advised to proceed on this assumption.

(*a*) The licensee has a licence which is, presumably, good on the face of it, and this licence would be a defence in a prosecution for selling without one. The licence itself must be attacked and quashed before the licensee is in peril.

(*b*) and (*c*) Do not arise.

(*d*) We think, yes.

Rent—Liability of Assignee after Expiration of Lease—Limitation of Action for Arrears.

Q. 2490. A client of ours was the assignee of a lease under seal of premises for the last ten years of a term which expired at December, 1929, at a small annual rent. This rent was never claimed or paid during the existence of the lease. A claim has now been put forward by the reversioner against our client for arrears of rent.

(1) Has the reversioner a right to commence an action for arrears of rent after the relation of landlord and tenant has ceased ?

(2) If he has such a right, for how many years' arrears could our client be sued ?

A reference to any case or statutes on the point would be appreciated.

A. Here there is neither privity of contract nor privity of estate, but a covenant to pay rent runs with the land (*Parker* v. *Webb*, 3 Salk. 5), and the assignee of a lease is liable for the breach of a covenant running with the land incurred in his own time, though the action is not commenced until after he has assigned the premises (*Harley* v. *King*, 2 C.M. & R. p. 18), *a fortiori*, if he is the last assignee. The Real Property Limitation Act, 1833, s. 43, takes away the right of recovery by distress, action, or suit as against the land of more than six years' arrears of rent or interest. See also *Williams* v. *Bosanquet*, 1 Brod. and B. 238, and *Purchase* v. *Lichfield Brewery Coy* [1915] 1 K.B. 184.

Covenant not to use Building otherwise than as Private or Professional Residence—Letting in Tenements.

Q. 2491. A lease for ninety-nine years of a dwelling-house at the annual ground rent of £17 is granted, containing a covenant by the lessee with the lessor that the lessee, his executors, administrators or assigns shall not, without the licence in writing of the lessor, permit the dwelling-house to be used otherwise than as a private or professional residence. An assignee of the lease, which has forty-six years to run, lets each floor of the house to separate yearly tenants who carry on no business there, without making any alterations to the premises or converting it into flats. The lessor now objects, on the ground that there is a breach of covenant. It is submitted on behalf of the assignee that no breach of covenant has been committed and that the house is only still used as a private residence. Is this correct, and are there any decided cases to support such contention, and to show that such lettings do not constitute turning the private residence into flats ?

A. A breach of covenant has been committed. See *Berton* v. *Alliance Economic Investment Co.* [1922] 1 K.B. 742, citing (see judgment of Atkin, L.J.) *Berton* v. *London and Counties House Property Co.*, reported only in *The Times*, of the 18th November, 1920, where the exact point was determined.

Settled Land—Private Burial Ground.

Q. 2492. A tenant for life under the S.L.A., 1925, desires to have a small part of the settled land consecrated as a private family burial ground in perpetuity. (1) Has he any power to appropriate settled land for this purpose ? (2) What means should be employed to ensure that the land, if consecrated, shall continue in perpetuity to be used only as a burial ground ?

A. (1) The tenant for life has no power as such to appropriate settled land for use as a private burial ground, nor do we think the court would authorise such an appropriation under S.L.A., s. 64, save, perhaps, in a very special case. The simplest way is for the tenant for life to buy the intended site from the trustees under s. 68, if the trustees are willing to sell. (2) If it is desired the land purchased should be consecrated, application should be made before the purchase is completed to the bishop (or his registrar) to ascertain if he would consecrate it. We know of no formalities which would ensure the land being always used as such, except a private Act of Parliament. When once used as such, however, there is little danger of the land being used for other purposes, unless the bodies are removed by lawful authority. The land could be re-settled with a request not amounting to a binding trust that it be used for the purpose indicated.

Incidence of Tariff Duty.

Q. 2493. A contracts to purchase quantities of calcium carbide before the introduction of the recent tariffs—by which a tariff of 10 per cent. was imposed on carbide. B, the seller, has given a notice that the amount of the tariff duty will be added on to the contract price for the carbide. There was no stipulation of any kind made in the contract relating to the introduction of tariffs and B contends that he is entitled to require A to pay the tariff duty under the Provisions of the Finance Act, 1901, s. 10, sub-s. (1). If this statutory provision is still in force, there does not seem to be any doubt but that B can insist on the additional duty being added to the purchase price.

A. The questioner's conclusion is correct. See *American Commerce Co.* v. *Broehm* (*Frederick*) *Limited* (1919) 35 T.L.R. 224. The Import Duties Act, 1932, is silent on the point.

Personal Injuries from Dangers Underfoot.

Q. 2494. My client A was walking along the pavement in a highway in this town and caught her heel in a grating of leaded lights let into the pavement, one of the panes of which was missing. The tenants of the shop into the basement of which the light passes through the grating, state that the landlord is liable for outside repairs and denies liability. The landlord also denies liability. I shall be obliged if you will point out any case or authority which deals with this point, with a view to ascertaining whether any action lies against the landlord or the tenants, and which of them should be sued. I assume that the repair of the pavement lights of this description is clearly an "outside repair." There appear to have been several cases decided on the liability for cellar flaps, iron gratings, coal flaps and cock-stop boxes, but I have been unable to find any cases analagous to the present one.

A. The distinction between the present case, and those referred to in the last sentence of the question, is that the latter related to movable fittings, which were under the control of the tenant— except the cock-stop boxes, which concerned the local authority or public utility bodies. The leaded lights in the present case are apparently fixed, and not under the control of either the landlord or the occupier, so that the highway authority are bound to repair the leaded lights as part of the pavement. Their failure to replace the pane may not be negligence, as the gap may not be noticeable owing to its small size. The local authority will be liable, however, on the ground of nuisance, as in *Horridge* v. *Makinson* (1911) 31 T.L.R. 389. The assumption in the fifth sentence of the question is incorrect, as the landlord has no power to deal with the pavement, and the leaded lights are not an "outside repair." There is still less reason for claiming against the tenant, as the accident did not happen on private property. See further the "County Court Letter" under the above title in our issue of the 7th November, 1931 (75 Sol. J. 760).

Obituary.

LORD BRENTFORD.

Lord Brentford, formerly well-known as Sir William Joynson-Hicks, the first solicitor to fill the office of Home Secretary, died on Wednesday, the 8th June, at his home in London, at the age of sixty-six. He was taken ill with congestion of the lungs while on a cruise to the West Indies earlier in the year, and since his return had suffered from heart weakness.

William Joynson-Hicks, the eldest son of Mr. Henry Hicks, of Bexhill, was born on the 23rd June, 1865, and educated at Merchant Taylors' School. He was admitted a solicitor in 1888, and started to practise in London, where at the time of his death he was senior partner in the firm of Messrs. Joynson-Hicks & Co., of Norfolk-street, Strand. He was encouraged to take up a political career soon after his marriage in 1895, and in 1900 and 1906 he unsuccessfully contested two Manchester seats as a Conservative. In 1908, however, he defeated Mr. Churchill, who was seeking re-election on his appointment as President of the Board of Trade, in a hard-fought by-election. He lost his seat in 1910 and, after failing at Sunderland, came to the south, where he was elected for Brentford in 1911 and for Twickenham in 1918. He was made a baronet in 1919. Between 1922 and 1923 he became successively Parliamentary Secretary Overseas Trade Department, Postmaster-General and Paymaster-General, Financial Secretary to the Treasury, and Minister of Health. Finally, in 1924, he became Home Secretary, and held that office for five eventful years which included the long coal stoppage, the general strike of 1926, and the raid on Arcos in 1927.

He had begun to feel the strain of office by that time, however, and decided reluctantly not to stand in the General Election of 1929. He was created Viscount Brentford of Newick, Sussex, in July, 1929, and went to the House of Lords.

He was responsible for several publications, including "The Law of Traction on Highways," in 1906. His time was also taken up with work in connexion with various religious and philanthropic organisations, and with his recreations—motoring, shooting and golf.

Mr. L. A. BOBBETT.

Mr. Lewis A. Bobbett, solicitor, a partner in the firm of Messrs. Bobbett Brothers, solicitors, of Bridge-street, Bristol, died at his home in Bristol, on Friday, the 3rd June, after a brief illness. Mr. Bobbett, who was educated at Sidcot School, was admitted a solicitor in 1887.

Mr. A. JACKSON.

Mr. Alfred Jackson, solicitor, Registrar and High Bailiff of the Barry County Court, partner in the firm of Messrs. Jackson and Calvert, solicitors, of Barry, died at Barry on Sunday, the 5th June, after having been in ill-health for some months. Mr. Jackson, who was a native of Whitehaven, was admitted a solicitor in 1886, and went to Barry about six years later, after a period at Llanelly with Messrs. Buckley and Roderick. He was appointed registrar about twenty-five years ago. He played cricket and tennis in his early days at Barry, and was one of the founders and president of the Barry Golf Club.

Mr. J. R. BURNETT.

Mr. James Ridley Burnett, solicitor, of Carlisle, died on Monday, the 6th June. He was educated at Carlisle Grammar School, Sedbergh, and St. John's College, Cambridge, and was admitted a solicitor in 1891. In his younger days he was well-known as a rugby and cricket player.

Reviews.

Dicey's Digest of the Law of England with reference to the Conflict of Laws. Fifth Edition. 1932. By A. Berriedale Keith, D.C.L., D.Litt., of the Inner Temple, Barrister-at-Law; Advocate of the Scottish Bar. Royal 8vo. pp. cxxxiv and (with Index) 1,144. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. £2 15s. net.

In this edition "the addition of over a thousand new cases and discussions of the issues raised by them and by fresh legislation have rendered it necessary to add some eighty pages of new matter, but in order to lessen the net increase in size it has been found possible to curtail the exposition of General Principles in The Introduction and the comment on Domicil and Nationality, without change of substance" (p. xiv). Some new Rules have been added, for instance, 66A, 121A, 121B and 146A. The cases added comprise not only English and Scottish, but also cases decided in the Courts of the U.S.A. and of British Dominions.

One has to agree with the editor's statement that "it can hardly be said that legislation and jurisprudence since 1926 have done much to clear up disputed issues of the Conflict of Laws" (p. iii). The only exception perhaps is the clear acceptance of the doctrine of *renvoi* in two cases (*In re Ross* [1930] 1 Ch. 377, and *In re Askew* [1930] 2 Ch. 259). The editor's comments on recent cases are interesting, but one cannot agree with him that the judgment of Maugham, J., in *Anfiani, In re* [1930] 1 Ch., p. 407, was "hastily given" (p. 1,002). In his discussion of "assignment of choses in action" the editor puts the question: "Why should an English debtor be bound to enquire into the form of transfer by foreign law?" (p. 1,003). We think that the answer is to be found on p. 641 (r. 159, 2) of Dicey: "no contract is valid which is not made in accordance with the local form." The exception to this general rule (p. 645) operates if the contract made in one country "is intended to be subject to the law of another country" which would not always be the case.

On some questions dealt with in the chapters on jurisdiction the judgment of the Court of Appeal in *Lazard Brothers et Co.* v. *Banque Industrielle de Moscow* (not cited by the editor) (23rd of November, 1931, not yet reported) throws light. As to the taking of evidence abroad we find in the book only one reference (p. 851) and suggest to our readers to study this important subject in H. Hinton's admirable book on Evidence and Service Abroad (London, 1930, Stevens & Sons, Ltd.).

In the opinion of the editor, "it is now settled law that English courts . . . will recognise the decrees of a foreign government confiscating 'property, even that of British subjects, within its boundaries" (p. 883, see also p. xii, 20 and 21). The two recent cases on which the editor relies for that statement deal with the property of the foreign government nationals and *not* of British subjects (*Princess Olga Paley* v. *Weisz* [1929], 1 K.B. p. 718, and *Aksionairnoye Obschestvo A. M. Luther* v. *Sagor et Co.* [1921], 3 K.B. (C.A.) p. 532.) We also question the correctness of the editor's statement that "in Germany confiscation" of property of German nationals by the Soviet Government "is recognised under the Treaty of 16th April, 1922 (note *a*, on p. 27). Article 2 of that Treaty (known as the Rapallo Treaty) provides that Germany (Deutschland) waives claims arising as the result of Soviet legislation and measures affecting rights of the German State and German nationals *subject to the Soviet Russia not satisfying similar claims of other states.* That provision clearly based on expediency should not be raised—as the editor seems to do—to the high level of recognition of a principle.

The difficult question of jurisdiction of these courts to wind up unregistered companies is dealt with in r. 74. We think that the case of *Union Bank of Calcutta* (1850), 3 De G. and Sm. 253, not noticed by the editor, is important for supporting the proposition that the exercise of the court's

jurisdiction is discretionary (p. 330). In the comment to r. 139 the statement is made that "normally English courts refrain from intervention in domestic issues as between the members of foreign corporations" (p. 544). We miss in the list of cases in the note to that statement the case of *West Russian Shipping Co.* v. *Glover Brothers* (Ll. L. 1923) dealing with such domestic issues. It is also to be noted that orders have been made to wind up foreign companies on petitions of fully paid up shareholders raising such issues (for instance, order of Maugham, J., made on the 20th March, 1932, in the matter of *A. Kousnetzoff Company*).

We have noticed the following mistakes. The case referred to as "Manufacturing Co. 1. *A. Wormin*, etc." (list of cases and at p. 610) is the unreported judgment of Wright, J., in Manufacturing Co. 1. *A. J. A. Woronin*, etc. The reference to the apparently non-existing case of *Vine* v. *Atkins* made in the 4th ed. (p. 727, note), is repeated in the new edition (p. 776, note). That case is not referred to in the list of cases of either of those editions. The reference to "British Yearbook of International Law, 1928" in note f. on p. 545 should be to that Yearbook 1931, and in the same note the words "French bank" inaccurately describe a branch of a Russian Bank in France. "May" in the last line of Exception 1 on p. 199 should be "made."

Those mistakes inevitable in a work of such magnitude do not detract from the value of Dicey's book. We feel sure that this new edition will secure many new students for the difficult subject of conflict of laws.

Warburton's Leading Cases in the Criminal Law. Sixth Edition. 1932. By W. Blake Odgers, of the Middle Temple and the Western Circuit, Barrister-at-Law, and A. H. Armstrong, of the Inner Temple and the Western Circuit, Barrister-at-Law. Demy 8vo. pp. xxviii and (with Index) 476. London: Stevens & Sons, Limited. 15s. net.

The new edition of this collection of cases may fairly claim to have extended its sphere of utility so as to include the practitioner as well as the student. The conception of the work, however, is such that it will continue to appeal primarily to the latter. It has been brought completely up to date by addition, omission and re-arrangement. The matter under several heads has been cast into a new form and some superfluities have been pruned. The Index of Cases has not, however, been as thoroughly revised as the text nor all those cases erased from it which have been left out of the new edition. In binding and presentation, this work has been designed as a companion volume to "Shirley's Leading Cases." It falls short of its brother only in the matter of the originality of style which made the older collection famous.

A Treatise on the Law of Easements. By Charles James Gale, Esq., of the Middle Temple, Barrister-at-Law. Eleventh Edition, by F. Graham Glover, of the Middle Temple, Barrister-at-Law. Royal 8vo. pp. xl and (with Index) 611. 1932. London: Sweet & Maxwell, Ltd. £1 15s. net.

A new edition of this well-known book was needed, especially as since the publication of the last edition the new Property Acts of 1925 have come into force, and those, together with many recent decisions of importance required to be dealt with in any treatise on this difficult subject. "Gale" has held the position of the leading text-book on easements for the best part of a century, and the present edition is worthy of its predecessors, which is recommendation enough. It will be found that the effect of the 1925 legislation upon the law relating to easements has been indicated, and the decisions of importance since the last edition was published sufficiently expounded. Amongst the many recent cases of interest referred to are *Hortons' Estate & James Beattie* [1927] 1 Ch. 75 and *Price* v. *Hilditch* [1930] 1 Ch. 300, both having an important bearing upon the law regarding the easement of light. *News of the World Ltd.* v. *Allen Fairhead & Sons Ltd.* [1931] 2 Ch. 402, another case to be noted, was reported too late to be dealt with in the text, but the effect of it is stated in the preface. The provisions of s. 15 of the Mines (Working Facilities and Support) Act, 1923, which for some purposes have replaced ss. 78 to 85 of the Railways Clauses Consolidation Act, 1845, are set out in the chapter devoted to the law of support, and amongst other legislative enactments noted are the Housing Act, 1930, and the London Building Act, 1930. The general scheme of the last two editions has been preserved, but the text has been efficiently revised and brought up to date, and the learned editor is to be congratulated upon the thoroughness with which he has accomplished a difficult and complicated task. The printing and make-up of the volume are good, and the index appears to be adequate.

Books Received.

The Form versus The Machine in Office Records. By P. T. Lloyd (Secretary's Office, General Post Office). 1932. London: Gee & Co. (Publishers), Ltd. 6d. net.

Debts and Disarmament. By C. T. A. Sadd, J.P. 1932. London: Gee & Co. (Publishers), Ltd. 6d. net.

The Law of the Sale of Goods. By C. G. Austin, B.A. (Oxon), of Gray's Inn, Barrister-at-Law. 1932. Demy 8vo. pp. xiii and (with Index) 158. London: Sir Isaac Pitman and Sons, Ltd. 5s. net.

Settlement and Removal. By E. J. Lidbetter, of the Public Assistance Department, London County Council. 1932. Crown 8vo. pp. xii and (with Index) 164. London: Law and Local Government Publications, Ltd. 3s. 10d. net.

Judicial Wisdom of Mr. Justice McCardie. Edited by Albert Crew, of Gray's Inn, the Middle Temple, the Central Criminal Court, and the South-Eastern Circuit, Barrister-at-Law. 1932. Crown 8vo. pp. (with Index) 298. London: Ivor Nicholson & Watson, Ltd. 7s. 6d. net.

Questions and Answers from "The Justice of the Peace" on Rating, 1925-1931. Edited by W. H. Dumsday, of Gray's Inn, Barrister-at-Law. 1932. Demy 4to. pp. xxii and (with Index) 256. London: Office of the "Justice of the Peace"; Butterworth & Co. (Publishers), Ltd.; Shaw and Sons, Ltd. 30s. net.

Tristram and Coote's Probate Practice. Seventeenth edition. 1932. By A. Fitzgerald Hart and C. T. A. Wilkinson, both of the Principal Probate Registry, assisted by C. O. French and F. J. Peckham, both of the Principal Probate Registry, and G. M. Green, of the Estate Duty Office. Demy 8vo. pp. xcii and (with Index) 1292. London: Butterworth & Co. (Publishers), Ltd. 50s. net.

Butterworth's Workmen's Compensation Cases. Vol. XXIV (New Series). 1932. Edited by His Honour Judge Ruegg, K.C., Edgar Dale, of the Middle Temple and South-Eastern Circuit, Barrister-at-Law, and J. Alun Pugh, of the Inner Temple and South Wales Circuit, Barrister-at-Law. Demy 8vo. pp. xvi and (with Index) 541. London: Butterworth & Co. (Publishers), Ltd. 27s. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

BOROUGH OF WALSALL.

The next General Quarter Sessions of the Peace for the Borough of Walsall will be held at the Guildhall, Walsall, on Thursday, the 23rd day of June, at 10 o'clock in the forenoon.

Notes of Cases.

House of Lords.

McLean *v.* **Bell.** 13th May.

NEGLIGENCE — CONTRIBUTORY NEGLIGENCE — MOTOR CAR ACCIDENT.

This was an appeal from the Second Division of the Court of Session of Scotland.

The action was brought by the appellant, a girl of seventeen, employed as a shop assistant, against the respondent for damages for personal injuries alleged to have been suffered by her in consequence of the fault of the respondent on 1st February, 1929. The defendant averred that she alighted from a tramcar in Glasgow and proceeded to cross to the south side of the road, but before doing so she looked to see if the road was clear of traffic and observed none from which danger might be apprehended. When she reached the middle of the tramway rails she was suddenly run into and knocked down by a motor car belonging to the respondent which was being driven by him. The appellant averred that the respondent was driving at an excessive speed, that he failed to keep a proper look-out, that he did not give warning of his approach and that the accident was entirely due to his fault. The respondent pleaded contributory negligence on the part of appellant.

Lord WRIGHT, in the course of his judgment, said he thought the jury in the present case were abundantly entitled to find that the case fell within the class illustrated by *British Columbia Electric Railway Co.* v. *Loach* [1916] A.C. 719, 728, and not within the class illustrated by *Swadling* v. *Cooper* [1931] A.C.1. No doubt in these cases some confusion might arise from the use of the word "contributed" with or without such an adverb as "materially." In one sense but for the negligence of the pursuer, if she was negligent, in attempting to cross the road she would not have been struck, and as matter simply of causation her acts formed a necessary element in the final result, since without them no accident could have occurred. The decision, however, must turn not simply on causation, but on responsibility. In some cases there might be further matters to be considered. Thus a pursuer notwithstanding the defender's failure to avoid a collision might at the last moment by reasonable care have averted the accident. In such cases the pursuer might be solely responsible or equally responsible with the defender. But in the present case there was evidence that at the critical moment the defender could, while the pursuer could not, have avoided the collision. It was true that a pedestrian should be circumspect in crossing a road, but it was equally true that the driver of a car might be in a much better position to avoid a collision. In his judgment the appeal should be allowed, and the interlocutor reversed.

Lords TOMLIN, WARRINGTON, THANKERTON and MACMILLAN concurred.

COUNSEL: *A. P. Duffes*, K.C., and *Robert Gibson*, K.C.; *Wark*, K.C., and *Wardlaw Burnet*.

SOLICITORS: *Horner & Horner*, for *W. G. Leechman & Co.*, Glasgow and Edinburgh; *Stanley & Co.*, for *A. C. Baird, Mackenzie & Co.*, Glasgow; and *Miller, Thomson & Co.*, W.S., Edinburgh.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Beck *v.* **Solicitor to the Board of Trade.**
Goodchild *v.* **Same.**

Lord Hewart, C.J., Avory and Macnaghten, JJ. 22nd April.

COMPANY—ALLOTMENT OF SHARES—NO STAMPED CONTRACT—LIABILITY OF DIRECTORS PERSONALLY—WHETHER "KNOWINGLY" A PARTY TO THE DEFAULT—COMPANIES ACT, 1929 (19 & 20 Geo. 5, c. 23), ss. 42 (3), 365 (2).

Appeals by cases stated from decisions of the County of London Quarter Sessions affirming convictions before Sir Chartres Biron, under s. 42 (3) of the Companies Act, 1929, of the two appellants, Frank Boxall Goodchild and Ernest Beck, directors of Metals Coating Co., Ltd.

The following facts were proved or admitted: An information was laid charging the appellants that, being directors of Metals Coating Co., Ltd., a company limited by shares, they were knowingly a party to the default of the company in delivering to the Registrar of Companies for registration a duly stamped contract in writing constituting the title of allottees to the allotment of 80,000 shares of the company allotted as fully paid up, otherwise than in cash, contrary to s. 42 of the Companies Act, 1929. On the 17th July, 1930, the Solicitor of the Board of Trade wrote to the company giving notice of the default of the company, and on the 26th August, 1930, he wrote to the appellants giving them notice of the default. The letter of the 17th July, 1930, was the first notice that the appellants had that the stamp duty had not been paid. After the 7th March, 1930, the company had no funds whatsoever. The appellants were unable to obtain any money for the company, and it was admitted that the only way in which the appellants could comply with the statute was by paying the stamp duty out of their own private assets. On the 10th June, 1931, the appellants were convicted of the offence by Sir Chartres Biron and were each fined £5 and £2 2s. costs, or, in default of payment, one month's imprisonment. On appeal the Court of Quarter Sessions, being of opinion that the appellants were on the facts knowingly parties to the default of the company within the meaning of s. 42 of the Companies Act, 1929, dismissed the appeals.

Lord HEWART, C.J., referred to s. 42 (3) and to s. 365 (2) of the Companies Act, 1929, and said that it seemed to him that whether s. 42 (3) were construed by itself, giving due weight to the words "knowingly a party to the default," or whether it were read, as he thought that it ought to be, with s. 365 (2), there were no materials on which the appellants could be convicted, and the appeals should be allowed.

AVORY and MACNAGHTEN, JJ., gave judgment to the same effect.

COUNSEL: *T. F. Davis*, for the appellants; *Gerald Dodson*, for the respondent.

SOLICITORS: *Bateman & Co.; Solicitor to the Board of Trade.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rex *v.* **Judge Clements:** *Ex Parte* **Ferridge.**

Lord Hewart, C.J., Avory and Macnaghten, JJ. 26th April.

DISTRESS—TITHE—ABORTIVE AUCTION SALE—NEW ORDER—SALE BY TENDER—JURISDICTION OF COUNTY COURT JUDGE.

Their lordships discharged this rule *nisi* calling on Judge Clements, Ashford (Kent) County Court, to show cause why a writ of *certiorari* should not issue to remove into the High Court an order made by him on the 9th November, 1931. By the order Judge Clements directed that a distress in respect of a half-year's unpaid tithe should be levied on the goods of Henry Arthur Ferridge, a farmer (who obtained the rule), and ordered that the goods and chattels seized might be sold by tender. It was stated that on the 4th May, 1931, a half-year's tithe had not been paid in respect of certain land owned by Ferridge, and Queen Anne's Bounty applied to Ashford County Court for an order for the recovery of the tithe. An order was made for the recovery of £2 16s. 3d. The officer of the court distrained for that amount, but when the goods, with others, were put up for auction on the 15th September, 1931, certain circumstances, arising from the fact that there was a strong feeling in the neighbourhood against the imposition and collection of tithe rent-charge, rendered the sales in question abortive. In view of those circumstances Queen Anne's Bounty said that the sale was a nullity and, on the 9th November,

1931, made an application to the county court for a second distress and asked that the sale following that distress should be by tender rather than by auction. Judge Clements made the order asked for.

LORD HEWART, C.J., said that it was common ground that there was an auction under the order of the 4th May, and that it was rendered ridiculous by the offer of prices too low or too high to be taken seriously. The order of the 9th November was intended to implement the order of the 4th May. There seemed to be no ground at all for the suggestion that the county court judge either usurped or exceeded jurisdiction. The case seemed very like that of *Lee* v. *Cooke*, 27 L.J. Ex. 337, and he saw no reason why there should not be a further application under the Tithe Acts for an order which would be effective. The inclusion of the order for sale by tender seemed in the circumstances to be free from objection, while the costs included in the order were entirely in the discretion of the county court judge. The rule would be discharged.

AVORY and MACNAGHTEN, JJ., also gave judgment discharging the rule.

COUNSEL: *D. N. Pritt*, K.C., *W. H. Duckworth*, and *A. H. Armstrong* showed cause against the rule; *H. J. Wallington* and *H. M. Cross* supported the rule.

SOLICITORS: *Moodie, Sons & Brown*, for *Fielding and Pembrook*, Canterbury; *Edward F. Ivi.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Portvale Steamship Co. Ltd. *v.* **Corporation of the Royal Exchange.**

MacKinnon, J. 6th May.

MARINE INSURANCE—PARTICULAR AVERAGE—UNDER 3 PER CENT. FRANCHISE CLAUSE—DAMAGE TO VESSEL WHILE LYING UP—DEEMED TO BE PART OF VOYAGE.

In this case the Portvale Steamship Co. Limited claimed, from the Corporation of the Royal Exchange Assurance, £17 4s. 10d. under a policy of marine insurance for one year, beginning on the 30th June, 1930, on the s.s. "Portvale," owned by the plaintiff company. By cl. 13 of the Institute Time Clauses (Hulls) which were incorporated into the policy, the insurers were "Warranted free from particular average under 3 per cent.," and cl. 16 provided that a voyage should be deemed to commence at one of the following periods to be selected by the assured when making up the claim, "at any time at which the vessel (1) begins to load cargo, or (2) sails in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage . . . or has carried and discharged two cargoes . . . and further, in either case, until she begins to load a subsequent cargo or sails in ballast for a loading port." The "Portvale" sailed in ballast from Pernambuco on the 10th January, 1931, chartered to load in the River Plate for Antwerp. Before she eventually reached Antwerp and completed discharging her cargo there on the 9th April, 1931, she had sustained damage on three separate occasions. After discharge at Antwerp she was shifted to a lay-up berth pending arrangements for further employment. While so lying up she suffered damage on two further occasions. The cost of the repairs in respect of the three sets of damage which occurred before the vessel reached Antwerp resulted in less than the 3 per cent. particular average; if, however, to that was added the cost of the damage occasioned while the vessel was lying up the 3 per cent. was exceeded and the defendants would become liable thereunder. The defendants contended that since the vessel was lying up at Antwerp when the two sets of damage occurred, she could not be said to be still continuing her voyage within the meaning of the policy.

MACKINNON, J., said that in his view, on the clear wording of cl. 16, he could not see his way to say that at the time when those last two pieces of damage were sustained at Antwerp the vessel had ceased to be on the voyage which began at Pernambuco. Judgment for the plaintiffs for the sum claimed, and costs.

COUNSEL: *Carpmael*, for the plaintiffs; *Sir Robert Aske*, for the defendants.

SOLICITORS: *Middleton, Lewis & Clarke*, for *Downing and Handcock*, Cardiff; *Ince, Roscoe, Wilson & Glover.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Kaye Steam Navigation Co., Limited *v.* **W. & R. Barnett Limited.** Branson, J. 9th May.

SHIPPING — CHARTER-PARTY — BREACH OF CONTRACT — MEASURE OF DAMAGES—REDUCED BY POTENTIAL LIABILITY OF SHIPOWNER.

In this case the plaintiffs, Kaye Steam Navigation Co., Limited, were the owners of a steamer which was chartered by the defendants, W. & R. Barnett, Limited, to bring a cargo of grain from the River Plate. The defendants failed to load the cargo, and by way of minimising the damages occasioned by the defendants' breach of contract the plaintiffs dispatched the steamer to Cuba and brought a sugar cargo to Greenock. The charter to the defendants, which was in the "Chamber of Shipping River Plate Charter-party, 1914, Homewards" form, provided that the steamer should proceed to Rosario and there load a cargo, which the defendants bound themselves to ship, and when loaded should proceed to St. Vincent for orders. The defendants had the option to order discharge over a wide range of ports in the United Kingdom or on the Continent, Irish ports being limited to Belfast or Dublin. At the rate of loading provided by s. 13, the defendants were entitled to thirty-three days for loading before demurrage became payable. In respect of the defendants' breach of contract, judgment was given for the plaintiffs, and on the question of the assessment of damages the defendants claimed that the damages which they had to pay must be reduced by the expense which the plaintiffs would have incurred if the defendants had exercised their options under the contract in the way most favourable to themselves. The defendants contended that under the contract they were entitled to hold the steamer at the wharf for all the thirty-three days, and that during that time the steamer would have incurred wharfage dues of about £400, and consequently that that £400 must be deducted from the damages which they had to pay. Further, the cost of discharge varied considerably at different ports, and the defendants contended that as they had the option to order the cargo to one of a large number of ports for delivery they were entitled to have the damages which they had to pay diminished by the cost of discharge at any of the permitted ports which they might select. They accordingly selected Ipswich, at which the cost of discharge would have been about £300 more than the cost at Belfast, which latter cost the plaintiffs were willing to allow, and claimed that £300 as abatement of damages.

BRANSON, J., said that the general principle applicable had been laid down by Lord Cranworth in *Robinson* v. *Robinson* (1851), 1 de Gex M. and G., at p. 257: "Where a man is bound by covenant to do one of two things and does neither, in an action by the covenantee the measure of damage is in general the loss arising by reason of the covenantor having failed to do that which is least, not that which is most, beneficial to the covenantee." He (Branson, J.) held that the defendants had the right to hold the steamer continuously at the wharf, and the plaintiffs must therefore allow the defendants credit for the wharfage dues which would have been payable. Also, the defendants were entitled to select Ipswich for the purpose of calculating the cost of discharge.

COUNSEL: *Dunlop*, K.C., and *Cyril Miller*, for the plaintiffs; *Willink*, for the defendants.

SOLICITORS: *Middleton, Lewis & Clarke; Thos. Cooper and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Natborny *v.* Natborny.

Lord Merrivale, P, Bateson, J. 7th April.

Husband and Wife—Discharge of Maintenance Order—Wife's Adultery—Limitation of Time for Application for Discharge—Summary Jurisdiction Act, 1848 (11 & 12 Vict. c. 43), ss. 1 and 11—Summary Jurisdiction (Married Women) Act, 1895 (58 & 59 Vict. c. 39), ss. 7 and 8.

This was an appeal from the decision of Sir William Clarke Hall, sitting at Old-street, refusing to discharge a maintenance order made against the husband in 1924 on the ground of desertion.

In April, 1931, the husband obtained a decree *nisi* of divorce on the ground of his wife's adultery in 1928. In December, 1931, the husband applied to discharge the maintenance order on the ground of fresh evidence, namely, the wife's adultery in 1928. In giving reasons for his decision, the magistrate said that in August, 1928, the wife committed adultery, which was known to the husband immediately afterwards, but he took no steps to have the order discharged. The case of *Waller* v. *Waller* [1927] P. 154; 71 Sol. J. 232, made it clear that the peremptory direction to justices to discharge an order on proof of adultery committed by the wife after the making of the order was limited to cases in which proceedings for discharge were brought under the second part of s. 7 within the statutory period of six months, but the husband was out of time under that part of the section. The application was made on the ground of "fresh evidence" under the first part of s. 7, which made discharge of the order discretionary. The husband could at any time since he became aware of his wife's adultery have taken proceedings. He (the magistrate) refrained from giving any decision on that question, as in the circumstances he would not in any event have exercised his discretion in favour of the husband. The question whether such an application after long delay could be maintained at all was of very general importance, and it would be of great assistance to justices charged with the duty of dealing with these matters if some pronouncement on the position could be given.

Lord Merrivale, P., in giving judgment dismissing the appeal, said that the magistrate's decision was right on principle. If there was an appearance of hardship in such a principle any actual hardship was removable owing to the facilities in the matrimonial jurisdiction afforded by the Poor Persons Rules.

Bateson, J., agreed.

Counsel: *Maurice Lush*, for the appellant husband; *Lord Middleton*, for the respondent wife.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

Correspondence.

Insurance of Mortgaged Property by Mortgagors—Rights of Mortgagees.

Sir,—We have just read your article as to the insurance of mortgaged property in the Conveyancing Diary of to-day's issue of The Solicitors' Journal.

We had noted the case referred to and in mortgages at the present time we insert a clause that the mortgagee shall not insure save in the joint names of mortgagor and mortgagee. In case he does this and recovers money under the insurance he is liable for breach of covenant.

We shall be glad to hear any further suggestions for obviating the difficulty.

Reading. Hewett & Churchill.
4th June.

[We thank our correspondents for the above letter, reference to which is made in this week's "Conveyancer's Diary."—Ed., *Sol. J.*]

Voluntary Liquidation under the Companies Act, 1929.

Sir,—I am gratified to see that your correspondent, signing himself "Your Reviewer," although unconvinced as to the authority of the Registrar of Companies to accept a statement

by directors of a company subsequent to the making of a declaration of solvency, is in agreement with me in the view that where a company in the course of liquidation proves to be insolvent it is right that the control should be in the hands of the creditors.

I agree with him, of course, that the Act should have contained a provision to meet the contingency; but the fact remains that it does not do so.

In writing of the possible effect as a deterrent of the Statutory Declarations Act, your correspondent has apparently in mind dubious or fraudulent over-optimism; it is difficult to see how the Act can be invoked against a person who has made a statement in which he honestly and conscientiously believed at the time when it was made.

HERBERT W. JORDAN.

Chancery Lane, W.C.2,
1st June.

Parliamentary News.

Progress of Bills.

House of Lords.

Agricultural Credits (Mortgages) Bill.
Read Third Time. [2nd June.

British Museum Bill.
Read Third Time. [2nd June.

Carriage by Air Bill.
Read Second Time. [7th June.

Church of Scotland Trust Order Confirmation Bill.
Read Third Time. [2nd June.

Coal Mines Bill.
Read Second Time. [8th June.

Coatbridge Drainage Order Confirmation Bill.
Read First Time. [8th June.

Commercial Gas Bill.
Read Second Time. [8th June.

Epsom College Scheme Confirmation Bill.
Read Third Time. [7th June.

Ford Street Charity Scheme Confirmation Bill.
Read Third Time. [7th June.

Gateshead Extension Bill.
Read Second Time. [2nd June.

Goldsmiths' Consolidated Charities Scheme Confirmation Bill.
Read Third Time. [7th June.

Grangemouth and Stirling Water Order Confirmation Bill.
Read First Time. [8th June.

Kendal Corn Rent Bill.
Reported, with Amendments. [7th June.

Kettering Gas Bill.
Reported, with Amendment. [2nd June.

London and North Eastern Railway Order Confirmation Bill.
Read First Time. [2nd June.

London County Council (General Powers) Bill.
Reported, with Amendments. [7th June.

London Midland and Scottish Railway Order Confirmation Bill.
Read First Time. [2nd June.

London United Tramways, Limited (Trolley Vehicles), Provisional Order Bill.
Read First Time. [7th June.

Maidstone Bread Charities Scheme Confirmation Bill.
Read Third Time. [7th June.

Malta Constitution Bill.
Read First Time. [7th June.

Mid Southern Utility Bill.
Read First Time. [7th June.

Ministry of Health Provisional Order (Leyton) Bill.
Read First Time. [7th June.

Ministry of Health Provisional Order (Northampton) Bill.
Read Third Time. [2nd June.

Ministry of Health Provisional Order (Oxford) Bill.
Read First Time. [7th June.

Ministry of Health Provisional Order (Paignton) Bill.
Read First Time. [7th June.

Ministry of Health Provisional Order (River Dee) Bill.
Read First Time. [7th June.

Ministry of Health Provisional Orders (Abergavenny and Newcastle-upon-Tyne) Bill.
Read First Time. [7th June.

Ministry of Health Provisional Orders (Bridlington and Wells) Bill.
Read First Time. [7th June.

Ministry of Health Provisional Orders (Derby and Stalybridge, Hyde, Mossley and Dukinfield Tramways and Electricity Board) Bill.
Read Third Time. [2nd June.

Ministry of Health Provisional Orders (Lindsey and Lincoln Joint Smallpox Hospital District and Wandle Valley Joint Sewerage District) Bill.
Read Third Time. [2nd June.

Public Health (Cleansing of Shell-Fish) Bill.
Read Third Time. [7th June.

Rights of Way Bill.
Read Second Time. [7th June.

Road Traffic Bill.
In Committee. [7th June.

Road Traffic (Compensation for Accidents) Bill.
Read Second Time. [2nd June.

St. Andrews Links Order Confirmation Bill.
Read Third Time. [2nd June.

South Metropolitan Gas Bill.
Read Third Time. [8th June.

South Suburban Gas Bill.
Read Second Time. [8th June.

Town and Country Planning Bill.
Read First Time. [8th June.

Welwyn Garden City Urban District Council Bill.
Commons Amendments agreed to. [7th June.

House of Commons.

Agricultural Credits (Mortgages) Bill.
Read First Time. [7th June.

Bournemouth, Poole and Christchurch Electricity Bill.
Read Second Time. [6th June.

British Museum Bill.
Read First Time. [7th June.

Cambridge Corporation Bill.
Lords Amendments agreed to. [6th June.

Coal Mines Bill.
Read Third Time. [2nd June.

Coatbridge Drainage Order Confirmation Bill.
Read Third Time. [7th June.

Dagenham Trading Estates Bill.
Read Third Time. [8th June.

Gas Light and Coke Company Bill.
Read Second Time. [6th June.

Glasgow Corporation Order Confirmation Bill.
Read Third Time. [8th June.

Hove Pier Bill.
Read Second Time. [7th June.

London United Tramways, Limited (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [3rd June.

Marriage (Naval, Military, and Air Force Chapels) Bill.
Read Second Time. [7th June.

Marriages Provisional Order (No. 2) Bill.
Read Second Time. [8th June.

Mid Southern Utility Bill.
Read Third Time. [3rd June.

Ministry of Health Provisional Order (Leyton) Bill.
Read Third Time. [3rd June.

Ministry of Health Provisional Order (Oxford) Bill.
Read Third Time. [6th June.

Ministry of Health Provisional Order (Paignton) Bill.
Read Third Time. [6th June.

Ministry of Health Provisional Order (River Dee) Bill.
Read Third Time. [3rd June.

Ministry of Health Provisional Orders (Abergavenny and Newcastle-upon-Tyne) Bill.
Read Third Time. [3rd June.

Ministry of Health Provisional Orders (Bridlington and Wells) Bill.
Read Third Time. [6th June.

Newcastle-upon-Tyne Fire Brigade Provisional Order Bill.
Read Second Time. [8th June.

North Eastern Electric Supply Bill.
Lords Amendments agreed to. [2nd June.

Patents and Designs Bill.
Read Second Time. [7th June.

Port of London (Various Powers) Bill.
Read Second Time. [6th June.

Rating and Valuation (No. 2) Bill.
Read Second Time. [8th June.

Scarborough Gas Bill.
Lords Amendments agreed to. [2nd June.

South Metropolitan Gas Bill.
Read First Time. [8th June.

Thames Conservancy Bill.
Read Third Time. [7th June.

Town and Country Planning Bill.
Read Third Time. [7th June.
Welwyn Garden City Urban District Council Bill.
Read Third Time. [6th June.
Wolverhampton Corporation Bill.
Read Second Time. [6th June.

Societies.

University of London: School of Economics.

MODERN THEORIES OF LAW.

Dr. W. A. Robson delivered, at the School of Economics on the 31st May, the first of a series of lectures on "Modern Theories of Law," dealing with the work of Sir Henry Maine.

After discussing Maine's theory of the origin of law in primitive societies, written without all the anthropological knowledge which had accumulated in the latter half of the nineteenth century, but still very largely valid, Dr. Robson spoke at length on Maine's views of popular government. He said that the property of democracy which had most impressed Maine had been its fragility. Democracy was ephemeral, he had said, because it was difficult; the difficulty lay in discovering the will of a multitude. Popular government could only last when aided by certain forces. Of these the most important was party, a near approach to a religious creed and military discipline. Corruption was also necessary; in its open forms it had been stamped out by the heroic remedies of the Civil Service Commission and the Corrupt Practices Act, but Maine had suggested that the corruption of modern times might take the form of legislating away the property of one class and transferring it to another—a prophecy which Dr. Robson suggested might be considered by persons of conservative thought to have been amply fulfilled!

Maine had held that the majority of mankind having no desire for change, democracy was not progressive. If there had been a popular franchise for 400 years, there would have been no Reformation, no toleration of dissent, no change of dynasty, and no reform of the calendar, and the steam-engine would have been prohibited. So far from a wide suffrage promoting progress and invention, he had held that it would produce a mischievous form of conservatism; governments tended, as suffrage widened, to a dead level of commonplace opinion. The prejudices of the people were far stronger than those of the privileged classes, and far more dangerous because they were apt to run counter to scientific conclusions.

The recent history of Italy, Spain and Germany, among other nations, had shown Maine's accusation of fragility to be amazingly true. No one would question the difficulty of popular government, least of all its friends.

Nevertheless, Maine's view of government in general—that its function was to preserve the national existence and greatness and to enforce the law, smacked of the eighteenth century; he had said not a word about public health, education or justice, which he would have had to admit could be successfully administered only under a system of popular government. He had been an aristocrat and a scholar, who had unconsciously looked down upon the mass. He had never enquired what legal and political conditions were favourable to progress, nor had he been even dimly aware that the "continuous stream of new ideas" which for him constituted progress might be more readily expected in a society where the general mass of the people lived under decent conditions and had some share in the government. If Maine had had the knowledge at present available, he would have been more impressed by the vast strides made in the last two decades than he had been by human conservatism. His work on popular government was subjective, not objective. An aristocrat and an historian, he had selected and emphasised those aspects of history which had seemed to demonstrate that change was against human nature, democracy was unsuccessful and natural rights were nonsense.

In practice, however, Maine had been strongly interested in the reform of the law, especially in the direction of the public transfer of land and the replacement of case-law by codification. Moreover, whatever his defects, he had been unique. He had created the natural history of law, and for England at least, as Allen had said, he had changed the face of "nature." It stood to the discredit of English lawyers that they had remained cloistered within their narrow walls and had left it to the anthropologists, historians and political scientists to answer Maine's call. Nevertheless, despite their neglect, that call remained insistent. The vast and exciting discoveries of archæology and anthropology, the unveiling of whole buried civilisations and the steady accumulation of new historical knowledge; the insistent indication that law was organically related to economic institutions, political ideas and psychological characteristics, demanded that English lawyers should follow Maine's inspiring example to the limit of their capacities.

Inns of Court.

CALLS TO THE BAR.

Wednesday, the 8th June, was Call Night at the Inns of Court. The following were called:—

LINCOLN'S INN.

The Hon. Q. McG. Hogg (Studentship and Certificate of Honour, Bar Final, Trinity, 1932), Buchanan Prize, Lincoln's Inn, Trinity, 1932, B.A. Oxon, a Fellow of All Souls; B. Rai, B.A. Punjab; M. S. Khan; T. Das, B.A. Calcutta; N. K. Hutton (a student of the Inner Temple), B.A. Oxon; A. R. D'Abreo, Victoria Univ., Manch.; M. L. R. D. Aiyer, Lond. Univ., Ceylon Univ.; M. M. Khan Akram, B.A., Aligarh Muslim Univ.; Deena Kooka, Newnham Coll., Camb., B.A., Calcutta; J. G. T. Price, B.A. Wales, Univy. Coll., Cardiff; H. W. Lee, B.A. Oxon; H. J. G. Thomas; M. S. Menon, B.A. Madras; I. M. Noordin (admitted as Isadin Merican Noordin), Lond. Univy.; S. Barman, B.A., Calcutta; V. M. Tarkunde, Univy. Coll., Lond., B.Ag., Bombay; M. H. Aung, Lond. Univy., Trin. Coll., Dublin, and B.A., Rangoon; B. K. Das, King's Coll., Lond., B.A. Calcutta; A. R. A. Casiechetty; P. R. Das, Lond. Univy., B.Sc. Calcutta; A. C. Ganguly, Lond. Univy., B.A. Calcutta; H. Lightman; J. D. Russell, Univy. Coll., Oxf.; N. Sanyal, B.A., B.L., Calcutta, Vakil of Calcutta High Court; J. K. Mukherjee, M.A., B.L., Calcutta, Advocate of Calcutta High Court; S. Hajra, B.L. Calcutta Advocate of Calcutta High Court.

INNER TEMPLE.

E. S. Fay (holder of a Certificate of Honour, awarded Trinity Term, 1932, and of a Profumo Prize, awarded Michaelmas Term, 1931), Pemb. Coll., Camb., B.A.; F. H. B. Sandford, Magd. Coll., Oxf., B.A.; F. K. Ewart (holder of a Profumo Prize, awarded Michaelmas Term, 1931), Exeter Coll., Oxf., M.A.; J. S. Manyo-Plange, a Senior Superintendent of Police, Gold Coast Police Force; P. Tagore, Oriel Coll., Oxf., B.A.; C. B. Mitchell, Trin. Coll., Oxf., B.A.; G. T. G. Haddon, Worc. Coll., Oxf.; T. Ismail, Administrative Officer, Federated Malay States; K. T. Ooi, Hertf. Coll., Oxf., B.A.; A. A. Traub, Lond. Univy., LL.B.; W. L. Burn, Merton Coll., Oxf., B.A.; K. G. Collins, Magd. Coll., Oxf.; S. L. H. Langdon, Univ. Coll., Oxf.; H. C. Dhanda, St. Catherine's Society, Oxf., B.A.; The Hon. K. G. Younger, New Coll., Oxf., B.A.; I. C. C. Rigby; H. D. Senior, Univ. Coll., Oxf., B.A.; J. M. Lamont, Lond. Univy.; T. W. Chen; L. R. Jones, Merton Coll., Oxf., B.A., B.C.L.; J. H. Burrows, Trin. Hall, Camb., B.A.; R. G. Dow, Univ. Coll., Oxf., B.A.; J. K. Brownlees, Keble Coll., Oxf., B.A.; H. C. Pugh, Univ. Coll., Oxf., B.A.; G. E. J. Robertson, Gonv. and Caius Coll., Camb., B.A., LL.B.; H. E. S. B. Irvine (holder of a Pupil Studentship, awarded Trinity Term, 1931, and of an Entrance Scholarship, awarded Michaelmas Term, 1931), Magd. Coll., Oxf., B.A.; J. C. G. Burge (holder of a Profumo Prize and a Paul Methven Prize, awarded Michaelmas Term, 1931), Christ's Coll., Camb; W. H. Coombs; Miss B. Batlivala; H. P. Jobling, Christ's Coll., Camb., B.A.; F. A. P. Rowe, Lond. Univy., B.A.; J. E. S. Lloyd, L'pool Univy., M.B., Ch.B.; Mrs. F. K. Corbet, Lond. Univy., B.A.; J. Amphlett; H. G. Lafleur, St. John's Coll., Oxf., B.A.; B. A. Walton, Queen's Coll., Camb., B.A.; S. M. Kadri; K. H. Brown, New Coll., Oxf., B.A.

MIDDLE TEMPLE.

E. F. Oaten, M.A., LL.B., Sidney Sussex Coll, Camb.; H. R. Back; Lady Mildred Mary Artemus-Jones, B.A., Lond. Univy.; N. Dutta-Majumdar; S. G. Rix-Hill, B.A., Pemb. Coll., Camb.; A. J. Loveridge, M.A., St. John's Coll., Camb. Colonial Service; Marie H. M. Rousset; W. Herlihy; M. G. Sinanan; B. F. Wood, M.A., Selwyn Coll., Camb.; E. D. Lewis, B.A., Magd. Coll., Oxf., Harmsworth Law Scholar; V. R. Nayanar, B.A., Madras; G. D. L. Carnegie, B.A., Trin. Hall., Camb.; A. I. Minty; M. A. Alikhan, M.A., LL.B., Muslim Univy. of Aligarh; D. U. Mistry, B.A., Bombay; A. N. F. Ahmad, B.A., Calcutta; M. L. Shrivastava, B.A., LL.B., Allahabad, Subordinate Judge, C.P., Iudia; R. O. Wilberforce, New Coll., Oxf., Harmsworth Law Scholar, Eldon Scholar, Ireland, Craven and Hertford Scholarships; Phyllis L. Jelleyman; A. B. Miller, B.A., Wadham Coll., Oxf., Harmsworth Law Scholar; F. D. E. Smith, B.A., B.C.L., Wadham Coll., Oxf.; H. Jayasundera; A. McDougall, M.A., B.C.L., Balliol Coll., Oxf., B.A., Tasmania Univy., Harmsworth Law Scholar; E. G. H. Weeks, B.C.L., Worc. Coll., Oxf., B.A., Sydney Univy., Harmsworth Law Scholar; A. D.

Karmel; P. Ho-a-Lim; Audrey P. Notcutt; R. N. Mitra, B.A., Calcutta; H. Cattan, LL.M., Lond. Univy., Licencié en Droit (Paris); A. D. Malik; M. S.-H. A. Azeez, B.A., Madras; J. F. Milward, B.A., Clare Coll., Camb., Harmsworth Law Scholar; J. H. von W. Redhead; G. B. H. Currie, M.A., LL.B., Dublin Univy.; P. D. Pillai; J. T. Clarke; J. R. C. Samuel, B.A., St. John's Coll., Oxf.; M. P. Laud, B.A., LL.B., Bombay; S. M. Krusin, B.A., Balliol Coll., Oxf., Ireland and Craven Scholar, De Paravicini Scholar, Harmsworth Law Scholar; K. P. D. Gupta, B.L., Calcutta; R. Gavin, M.A., LL.B., Aberdeen; U. Batuvantudave; S. A. H. K. Durrani, B.A., Punjab; S. B. Adityan, M.A., Madras; D. de Epalza, Exeter Coll., Oxf., Licenciado en Deredu; H. C. Macnamara, B.A., LL.B., Trin. Coll., Dublin.

GRAY'S INN.

L. E. Wilding; H. G. Waight, B.A., Worc. Coll., Oxf. I.C.S.; A. F. B. Cooke, M.A., sometime Bye-Fellow, Magd. Coll., Camb., Commonwealth Fellow, Harvard Law School. B. G. Bradley, Malayan C.S.; R. C. Cussen, B.A., Trin. Coll., Dublin, Malayan C.S.; H. G. Friede, B.A., Downing Coll., Camb.; L. F. Brown, B.Sc., Lond.; L. B. Schapiro, LL.B., Quain Prizeman, Univy. of Lond., Lee Prizeman, Gray's Inn, 1929; R. H. Forrest, B.A., Pemb. Coll., Oxf.; E. Snook, Univy. of Wales; G. E. Rhodes, Major, R.E. (R. of O.); J. G. Mavrogordato, B.A., Ch. Ch., Oxf.; G. T. Meredith, B.A., Trin. Hall, Camb., Lord Justice Holker (Junior) Scholar, Gray's Inn, 1929; M. Greenspan, LL.B., Leeds; F. R. N. H. Massey, LL.B., L'pool; A. G. Forbes, B.A., Clare Coll., Camb.; J. Whillier, LL.B., Victoria Univy. of Manch.; G. Minkovitsh, LL.B., L'pool; F. W. Fynn, B.A., Ch. Ch., Oxf., B.A., Rhodes Univy., Grahamstown, S.A., a Rhodes Scholar; W. F. W. King, B.A., LL.B., Melbourne, Clare Coll., Camb.; S. N. Rudra, M.A., Calcutta, Advocate of High Court of Calcutta; S. K. Raychaudhury, M.A., B.L., Calcutta, Advocate of High Court of Calcutta.

Gray's Inn.

GRAND DAY.

Thursday, the 2nd of June, being the Grand Day of Trinity Term at Gray's Inn, the Treasurer (Vice-Chancellor Sir Courthope Wilson) and the Masters of the Bench entertained at dinner the following guests:—

The Lord High Chancellor (The Right Hon. Lord Sankey, G.B.E.), the Right Hon. The Earl of Crawford and Balcarres, F.R.S., the Right Hon. Lord Wright of Durley, The Hon. Oliver Stanley, M.C., M.P., the Right Hon. Winston Churchill, C.H., M.P., the Right Hon. Lord Justice Lawrence, the Chancellor of the Duchy of Lancaster (the Right. Hon. J. C. C. Davidson, C.H., M.P.), the Right Hon. The Lord Mayor, the Treasurer of the Hon. Society of the Middle Temple (Mr. L. De Gruyther, K.C.), the Hon. Mr. Justice Lawrence, D.S.O., the Hon. Mr. Justice Rayner Goddard, the Astronomer Royal (Sir Frank Dyson, K.B.E., F.R.S.), Sir Frederick Gowland Hopkins, F.R.S., the Solicitor-General (Sir Boyd Merriman, K.C., M.P.), the Headmaster of Westminster (the Rev. H. Costley-White, D.D.), Major C. R. Attlee, M.P., and Mr. Philip Guedalla.

The Benchers present in addition to the Treasurer were:—

The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., Mr. Edward Clayton, K.C., the Right Hon. Lord Atkin, Sir Montagu Sharpe, K.C., the Right Hon. Sir Robert Horne, G.B.E., K.C., M.P., Sir Alexander Wood Renton, G.C.M.G., K.C., Sir William Clarke Hall, Sir Cecil Walsh, K.C., Mr. R. E. Dummett, the Right Hon. Lord Greenwood, K.C., Sir Walter Greaves-Lord, K.C., M.P., Mr. Bernard Campion, K.C., Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. R. Storry Deans, Mr. A. Andrewes-Uthwatt, Mr. Noel Middleton, Mr. N. L. C. Macaskie, K.C., Mr. W. Trevor Watson, K.C., Mr. Harold Derbyshire, M.C., K.C., Sir Albion Richardson, C.B.E., K.C., with the Preacher (the Rev. Canon Feilding Ottley, M.A.) and the Under-Treasurer (Mr. D. W. Douthwaite).

Law Association.

The Annual General Court was held in the Council Chamber of The Law Society's Hall on Wednesday, the 1st of June, when the President, The Rt. Hon. Lord Blanesburgh, G.B.E., took the chair. The other members and solicitors present included: Mr. Philip Martineau (President of The Law Society), Mr. J. E. W. Rider and Mr. W. M. Woodhouse (Treasurers), Mr. Robert L. Hunter (Trustee), Mr. J. C. Brookhouse and Mr. Stanley Hutchison (Auditors), Dr. E. Leslie Burgin, M.P., Mr. E. R. Cook (Secretary of The Law Society), Mr. J. D. Arthur, Mr. Guy H. Cholmeley, Mr. H. Ross Giles, Mr. G. D. Hugh-Jones, Mr. Percy E. Marshall, Mr. C. D. Medley, Mr. C. F. Pridham, Mr. Frank S. Pritchard, Mr. John Venning, Mr. Wm. Winterbotham (Directors), and Mr. B. J. Airy, Mr. H. T. Birks, Mr. Leonard Eagleton, Mr. M. L. Evans, Mr. C. B. Hepworth, Mr. A. F. King-Stephens, Mr. C. G. May, Mr. Andrew H. Morton, Mr. A. W. Scott, Mr. E. C. Stansbury, Mr. Charles Lawson Smith, Mr. A. A. Tayler, and the Secretary Mr. E. E. Barron. The meeting opened with the welcome report by the Chairman that he had received an anonymous donation of £20 towards the funds of the Association. The Secretary having read the notice convening the meeting and the minutes of the last Court, the Chairman moved the adoption of the report and statement of accounts then presented to the meeting. The Chairman called special attention to the outlay of nearly the whole available income in the relief of the objects of the Association, being the necessitous widows and children of London solicitors, and mentioned several typical cases of relief, and quoted some letters of grateful thanks from the recipients, which showed what a great work the Association was doing for many who would be in a terrible plight without the Association's assistance. The motion was seconded by Mr. J. E. W. Rider and carried unanimously. The re-election of The Rt. Hon. Lord Blanesburgh as President, and of Mr. Justice Luxmoore, Mr. Justice Macnaghten, Sir Roger Gregory and Sir John Withers as Vice-Presidents, was proceeded with, and the re-election of the Treasurers, Auditors and the Directors were duly carried out, and the meeting closed with a hearty vote of thanks to Lord Blanesburgh, moved by Dr. E. Leslie Burgin, M.P., and seconded by Mr. Robert L. Hunter.

Legal Notes and News.

Birthday Legal Honours.

VISCOUNT.

The Right Hon. STANLEY OWEN BUCKMASTER, Baron, G.C.V.O., Lord Chancellor, 1915-16. Chairman of the Governing Body of the Imperial College of Science and Technology.

PRIVY COUNCILLOR.

Sir HORACE EDMUND (The Hon. Mr. Justice) AVORY, LL.D., a Judge of His Majesty's High Court of Justice since 1910, and the Senior Puisne Judge of the King's Bench Division since 1923.

BARONET.

The Right Honourable WILLIAM MOORE, LL.D., D.L., Lord Chief Justice of Northern Ireland.

KNIGHTS.

The Honourable EVAN EDWARD CHARTERIS, K.C., J.P., Chairman of Trustees of the National Portrait Gallery. Trustee of the Wallace Collection and of the National Gallery, Millbank.

WILLIAM CHREE, Esq., M.A., LL.D., K.C., Procurator of the Church of Scotland. Dean of the Faculty of Advocates.

Mr. Justice DAVID GRIERSON WALLER, Indian Civil Service, Puisne Judge of the High Court of Judicature at Fort St. George, Madras.

Rai Bahadur Mr. Justice LAL GOPAL MUKHARJI, Puisne Judge of the High Court of Judicature at Allahabad, United Provinces.

HORMASDYAR PHIROZ DASTUR, Esq., Barrister-at-Law, Chief Presidency Magistrate, Bombay.

JOSEPH SHERIDAN, Esq., Chief Justice of the Tanganyika Territory.

MERVYN LAWRENCE TEW, Esq., Chief Justice of Sierra Leone.

ORDER OF THE BATH.

K.C.B.

EDWARD HALE TINDAL ATKINSON, Esq., C.B.E., Director of Public Prosecutions.

C.B.

ANDREW DENYS STOCKS, Esq., O.B.E., Legal Adviser and Solicitor, Ministry of Agriculture and Fisheries.

ORDER OF ST. MICHAEL AND ST. GEORGE.

K.C.M.G.

The Hon. JOHN ALFRED NORTHMORE, LL.B., Administrator and Chief Justice of the State of Western Australia.

The Hon. GEORGE EDWARD RICH, Senior Puisne Justice of the High Court of Australia.

ORDER OF THE INDIAN EMPIRE.

C.I.E.

ALMA LATIFI, Esq., O.B.E., M.A., LL.M., LL.B., Barrister-at-Law, Indian Civil Service, Commissioner, Punjab.

Khan Bahadur Shah Muhammad Yahya, Barrister-at-Law, Monghyr, Bihar and Orissa.

ORDER OF THE BRITISH EMPIRE.

C.B.E.

Robert Shirley Shuckburgh, Esq., Joint Assistant Public Trustee.

O.B.E.

Edward John Hayward, Esq., Clerk to the Cardiff Justices; a member of the Probation Advisory Committee.

M.B.E.

Edward Leopold Cheeseman, Esq., Clerk to The Right Honourable Sir William Allen Jowitt, K.C., lately Attorney-General.

James Arthur Barnard Townsend, Esq., Clerk to the Attorney-General.

IMPERIAL SERVICE ORDER.

COMPANION.

Alfred Fitzgerald Hart, Esq., Principal Clerk, Principal Probate Registry.

Honours and Appointments.

Mr. John Seddon, solicitor, of Bolton, has been appointed Deputy-Coroner of Bolton to fill the vacancy caused by the appointment of Mr. Harold Fairbrother as Coroner.

Southgate District Council has nominated Mr. A. E. Lauder, Clerk to the Council, as Charter Clerk.

The Board of Inland Revenue have appointed Mr. Frederick Greenwood to the post of Controller of Stamps.

Professional Announcements.

(2s. per line.)

Messrs. Whites & Co., of 28, Budge-row, London, E.C.4 (in which firm C. E. S. Whitford has been the sole partner since the retirement of the late John White), have admitted to partnership Joseph Thomas-Davies, M.A., B.C.L. (Oxon), hitherto practising at 37, Walbrook, E.C.4. The style of the firm remains unchanged.

The Solicitors' Mortgage Society, Ltd. (formed by Solicitors for Solicitors), invites particulars of Funds or Securities. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. Charles Baker, solicitor, of Essex-street, Strand, left £20,699, with net personalty £18,370.

Mr. William Towers-Clark of Hove, formerly a solicitor in Glasgow, left personal estate in Great Britain valued at £17,853.

Mr. James Vallance, solicitor, of Edinburgh, left personal estate valued at £9,493.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Group I. Mr. Justice Eve. Witness. Part I.	Mr. Justice Maugham. Non-Witness.
M'nd'y June 13	Mr. Blaker	Mr. Andrews	Mr. *More	Mr. Ritchie
Tuesday .. 14	More	Jones	*Ritchie	Andrews
Wednesday 15	Hicks Beach	Ritchie	*Andrews	More
Thursday . 16	Andrews	Blaker	More	Ritchie
Friday 17	Jones	More	*Ritchie	Andrews
Saturday .. 18	Ritchie	Hicks Beach	Andrews	More

Date.	Group II. Mr. Justice Bennett. Witness Part II.	Mr. Justice Clauson. Non-Witness.	Mr. Justice Luxmoore. Witness. Part II.	Mr. Justice Farwell. Witness Part I.
M'nd'y June 13	Mr. Andrews	Mr. Hicks Beach	Mr. *Blaker	Mr. *Jones
Tuesday .. 14	*More	Blaker	Jones	*Hicks Beach
Wednesday 15	Ritchie	Jones	*Hicks Beach	*Blaker
Thursday . 16	*Andrews	Hicks Beach	Blaker	*Jones
Friday 17	More	Blaker	*Jones	Hicks Beach
Saturday .. 18	Ritchie	Jones	Hicks Beach	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (12th May, 1932) 2½%. Next London Stock Exchange Settlement Thursday, 23rd June, 1932.

	Middle Price 8 June 1932.	Flat Interest Yield.	Approximate Yield with redemption
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	99	4 0 10	—
Consols 2½%	63½xd	3 18 8	—
War Loan 5% 1929-47	102½	4 17 9	—
War Loan 4½% 1925-45	102	4 8 3	4 5 10
Funding 4% Loan 1960-90	101¼	3 19 0	3 19 2
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	101¼	3 19 0	3 18 9
Conversion 5% Loan 1944-64	109¾	4 11 1	4 8 6
Conversion 4½% Loan 1940-44	104	4 6 7	4 1 5
Conversion 3½% Loan 1961	88¼	3 19 4	—
Local Loans 3% Stock 1912 or after	74xd	4 1 1	—
Bank Stock	280	4 5 8	—
India 4½% 1950-55	90	5 0 0	—
India 3½%	67xd	5 4 5	—
India 3%	57xd	5 5 3	—
Sudan 4½% 1939-73	102	4 8 3	4 7 10
Sudan 4% 1974	98	4 1 8	4 2 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government.)	93	3 4 6	3 9 8
Colonial Securities.			
Canada 3% 1938	92½xd	3 4 10	4 9 0
Cape of Good Hope 4% 1916-36	98	4 1 8	4 10 1
Cape of Good Hope 3½% 1929-49	85xd	4 2 4	4 16 6
Ceylon 5% 1960-70	107	4 13 5	4 12 2
Commonwealth of Australia 5% 1945-75	91xd	5 9 11	5 11 0
Gold Coast 4½% 1956	99xd	4 10 11	4 11 6
Jamaica 4½% 1941-71	101	4 9 1	4 8 11
Natal 4% 1937	98	4 1 8	4 9 1
New South Wales 4½% 1935-45	75xd	6 0 0	7 11 10
New South Wales 5% 1945-65	84	5 19 1	6 2 11
New Zealand 4½% 1945	90	5 0 0	5 12 4
New Zealand 5% 1946	97½xd	5 2 6	5 5 3
Nigeria 5% 1950-60	106	4 14 4	4 12 3
Queensland 5% 1940-60	86	5 16 3	6 1 3
South Africa 5% 1945-75	101½xd	4 18 6	4 18 4
South Australia 5% 1945-75	89xd	5 12 4	5 13 9
Tasmania 5% 1945-75	91	5 9 11	5 11 0
Victoria 5% 1945-75	86xd	5 16 3	5 18 0
West Australia 5% 1945-75	91	5 9 11	5 11 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	71xd	4 4 6	—
Birmingham 5% 1946-56	107	4 13 5	4 10 2
Cardiff 5% 1945-65	104	4 16 2	4 15 1
Croydon 3% 1940-60	80	3 15 0	4 5 0
Hastings 5% 1947-67	106	4 14 4	4 13 0
Hull 3½% 1925-55	84	4 3 4	4 13 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	84xd	4 3 4	—
London County 2½% Consolidated Stock after 1920 at option of Corporation	61	4 2 0	—
London County 3% Consolidated Stock after 1920 at option of Corporation	73	4 2 2	—
Metropolitan Water Board 3% "A" 1963-2003	73½	4 1 8	—
Do. do. 3% "B" 1934-2003	75	4 0 0	—
Middlesex C.C. 3½% 1927-47	91	3 16 11	4 6 8
Newcastle 3½% Irredeemable	79½	4 8 1	—
Nottingham 3% Irredeemable	70	4 5 8	—
Stockton 5% 1946-66	104	4 16 2	4 15 3
Wolverhampton 5% 1946-56	105	4 15 3	4 12 10
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	87½	4 11 6	—
Gt. Western Rly. 5% Rent Charge	101½	4 18 6	—
Gt. Western Rly. 5% Preference	53	9 8 7	—
L. Mid. & Scot. Rly. 4% Debenture	78½	5 2 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	64½	6 4 0	—
L. Mid. & Scot. Rly. 4% Preference	31½	12 13 11	—
Southern Rly. 4% Debenture	82½	4 17 0	—
Southern Rly. 5% Guaranteed	90½	5 10 6	—
Southern Rly. 5% Preference	43	11 12 6	—
*L. & N.E. Rly. 4% Debenture	73½	5 8 9	—
*L. & N.E. Rly. 4% 1st Guaranteed	53	7 11 0	—
*L. & N.E. Rly. 4% 1st Preference	23	17 7 10	—

*The Prior Charge Stocks of the L. & N.E. Rly. are no longer available for Trustees under the heading of either Strict Trustee or Chancery Stocks as no dividend has been paid on that Company's Ordinary Stocks for the past year.